

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CARL O. WILLIAMS
Plaintiff,

v.

SHELL OIL COMPANY
Defendant.

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CAUSE NO. 4:20-cv-04295

PLAINTIFF CARL O. WILLIAMS RESPONSE IN OPPOSITION TO DEFENDANT
SHELL OIL COMPANY'S MOTION FOR SUMMARY JUDGMENT

Dated: February 2, 2022

Respectfully submitted,



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SUMMARY OF THE ARGUMENT

Plaintiff established his *prima facie* case of race discrimination and retaliation, and material fact disputes exist as to the Defendant's motivating factor and pretextual termination. In January, 2019, Plaintiff was hired as an Indirect Business Development Manager ("BDM") for Shell working indirectly with Shell's customers through its distributors to sell Shell's products.

Initially, Plaintiff was hired and supervised by Eric Boydstun ("Boydstun"). In August 2019, Plaintiff was assigned a new supervisor, Xavier Puvilland ("Puvilland"), and the work environment worsened. The evidence shows Plaintiff's race and his protected complaints were a motivating factor in his termination. Moreover, the evidence shows similarly situated non-African American BDMs with similar performance were treated more favorably.

Shell's explanation for termination is unworthy of credence. Weeks after receiving high praises from Puvilland on his progress, and receiving a performance-based bonus, Plaintiff was terminated. Even though, HR representatives could not corroborate any issues with Plaintiff's performance; Plaintiff was later terminated because Puvilland fabricated subjective beliefs regarding Plaintiff's performance and was motivated to treat Plaintiff less favorably compared to other non-African-American BDMs with similar performance. The evidence shows Puvilland's subjective beliefs towards Plaintiff were harsh, and Puvilland's views on Plaintiff's performance were based on race-related incidents with Shell's distributors.

The evidence shows Plaintiff's termination was pretext given that: (1) Plaintiff was terminated for "poor performance" weeks after Puvilland stated Plaintiff had "good progress" and Plaintiff received a performance-based bonus; and (2) Shell failed to follow and adhere to the recommendation from HR to follow Shell's progressive discipline policy to give Plaintiff a verbal or written warning, or give Plaintiff set expectations on a PIP (since Puvilland made misrepresentations that Plaintiff was aware of "coaching" or "underperformance.").

Lastly, the evidence shows a causal connection between Plaintiff's protected activity (i.e., Plaintiff's involvement in race-related issues with Shell's distributors), and his termination as result of his protected activity. Based on material fact issues presented in the response below, summary judgment should be **DENIED**.

NATURE OF THE PROCEEDINGS

Plaintiff filed suit against Defendant alleging race discrimination under the Title VII of the Civil Rights Act of 1964, ("Title VII"), 42 U.S.C. § 2000(e), et seq; and the Texas Labor Code § 21.051 and 21.055; and retaliation under Title VII. Plaintiff has filed this response timely according to Federal Rules, and the agreed extension between both parties.

MATERIAL FACT ISSUES PRESENTED

1. Whether a reasonable factfinder could determine Plaintiff was discriminated against for based on his race (African American) given that Plaintiff's actual performance was similar, if not better than: *Bob McLaughlin*, *Jeremy Strausbaugh*, *Kyle Eshelman*, *Johnson*, and *Gary Steele* (all Caucasian BDMs under Puvilland); yet Plaintiff was the only BDM under Puvilland to be terminated for "poor

performance,” which creates an inference of favorable treatment? These genuine factual issues preclude summary judgment.

2. Whether a reasonable factfinder could determine Plaintiff’s race was a motivating factor for his termination given that the evidence creates an inference Puvilland developed discriminatory motives toward Plaintiff after receiving notice of racial issues between Plaintiff and Shell’s distributors, and Puvilland relied heavily on misrepresentations of Plaintiff’s performance to justify his termination? These genuine factual issues preclude summary judgment because evidence exists that Plaintiff’s race was the motivating factor for his termination.
3. Whether a reasonable fact finder could determine Plaintiff was terminated based on pretextual motives given that evidence proves Plaintiff received performance-based bonuses, and comments on “good-progress” weeks prior to being terminated for “poor performance?” Defendant’s failure to adhere to follow its progressive discipline policy, or at minimum HR’s recommendations on discipline, raise factual issues as to whether Defendant can justify Plaintiff’s termination based on “poor performance” where evidence show Plaintiff’s performance was similar, if not better, than his similarly situated BDMs, which precludes summary judgment.
4. Whether Plaintiff discussing race related issues with Shell’s distributors with Puvilland the contributing factor to Defendant’s adverse employment actions against Plaintiff given that Plaintiff’s race-related issues were not investigated internally, and Plaintiff was removed from the opportunity to work with the distributors, and subsequently terminated for “poor performance.” These genuine factual issues preclude summary judgment.
5. Whether Defendant retaliated against Plaintiff for being the subject of an investigation regarding racial discrimination with Shell’s distributors given that Defendant was on notice of two race-related issues with its distributors, yet Defendant failed to investigate or resolve the race-related issues, ultimately removing Plaintiff from the accounts and terminating him for “poor performance?” These genuine factual issues preclude summary judgment.

MATERIAL FACTS

A. Plaintiff joins Shell in January 2019.

On January 21, 2019, Plaintiff was hired by Shell Oil Company as an Indirect Business Development Management Leader. Williams Depo at 62:17-25; 64:2-9.¹ Plaintiff was the only African American male BDM under the supervision of Puvilland. Williams Depo at 160:2-25; 161:1-6. After years of working directly with potential customers at Exxon, Plaintiff began his role at Shell as an indirect lead, which meant he did not have any direct relations with the customers, only with the distributors assigned to him by management. Williams Depo at 43:2:13. Upon hiring, Plaintiff did not receive any onboarding documents or training for the BDM position. Williams Depo at 65:5-21. Instead, Plaintiff was assigned to the South Texas and Louisiana distributors, who did not have a Shell BDM representative in place for at least six-months prior to Plaintiff's hiring. Williams Depo at 73:1-4; 249:6-19. Plaintiff was not provided a clear transition into the BDM role, and he was told to "learn the best he could," to develop relationships with his preassigned distributors, O'Rourke Petroleum, MidTex, and Breaux Petroleum. Williams Depo at 65:5-21.

Within two weeks of employment, Plaintiff was targeted by one of his peers, Holly Burns ("Burns"), based on comments she made that Plaintiff came off as "too confident

¹ Contrary to Defendant's contention in their Motion that there is an issue as to "whether Plaintiff can establish an employment relationship with Defendant Shell Oil," it is clear from the lack of argument from Defendant, and the summary judgment evidence in the record, including a paystub with Shell's logo and Plaintiff's participation in Shell's "RESOLVE" program that an employment relationship exists between Plaintiff and Shell Oil Company. *See* P-001.

and too cocky” and that Plaintiff “needed to earn his stripes.” Williams Depo at 209:1-25; 210:1-19.

It was not until June 2019, when Shell finally allowed Plaintiff to go out and meet his distributors, O’Rourke and Breaux, as the BDM, because it was necessary for Plaintiff to meet these distributors to help set up field rides, strategize sales pipeline, and give help where it was needed. Williams Depo at 71:1-18; 74:7-25; 75:1-20.

In mid-July 2019, Plaintiff was introduced to Puvilland as his new supervisor, which became effective on August 1, 2019. Williams Depo at 84:11-14. Prior to becoming Plaintiff’s supervisor, it is believed that Puvilland showed preferential treatment to non-African-American employees; and that Puvilland was difficult to work with and not approachable for African-American employees. Williams Depo at 111:11-23; 113:9-14. On August 22, 2019, Plaintiff met with Puvilland during the company-wide “Sales Coaching Day” and received positive feedback under the section “what has the individual improved or done well in relation to coaching goals.” P-002.

On October 9, 2019, while at a company event, Clement Delahunt forcibly grabbed Plaintiff’s rear-end, and told him he has, “a nice ass.” Williams Depo at 123:13-25; 124:14-25; 125:1-19. Steven Stack and Damon Higginbottom witnessed Delahunt grab Plaintiff’s rear-end, and alerted Boydston, who was also present, to deescalate the situation. *Id.* Delahunt was told to go to his room for the night, and no further disciplinary actions were taken against him. *Id.* Plaintiff felt vulnerable since he had only been with the company for 10 months, and felt that he would have been targeted or threatened if he filed a HR complaint against Delahunt. Williams Depo at 125:1-19. Plaintiff’s first ten months were

rocky with multiple questionable incidents that he felt that he was the target of because of his race, and these incidents made him feel very uncomfortable in his position. Williams Depo at 124:14-25; 125:1-19.

B. Plaintiff receives positive feedback on his performance during his first-year.

Throughout Plaintiff's employment his performance was measured solely by actual sales and having a robust pipeline, or future generation of sales. Williams Depo at 250:10-22. BDMs are given the opportunity to receive bonuses based on actual sales, which correlates to an employee's actual performance based on goals set by Shell for the year. PS-011.² Each month Puvilland sent Plaintiff a "snapshot" of Plaintiff's performance against Key-Performance-Indicators (KPI), which measured Plaintiff's "Actual Sales" totals compared to Shell's Sales "Plan" totals and whether he was "eligible for bonus" based on his **actual performance**. PS-008 – PS-014. Puvilland would also send out monthly emails highlighting the wins for each BDM over the past month. PS-001 – PS-007. The KPI was measured in three categories, "Volume Total;" "C3 Total;" and "Premium;" accompanied by a percentage of the "Plan" completed as verified by actual sales. PS-008 – PS-014.

At the end of September 2019, Plaintiff's completed 92% of the Plan in Volume Total; 103% of the Plan in C3 Total; and 256% of the Plan in Premium Total. Due to his performance at the end of September he was eligible for bonus. PS-009 – PS-010. Puvilland

² "The payment of sales bonus is based on the aggregated performance of the weighted KPIs (i.e., 80%/120% threshold is applied to every KPI). If aggregated performance of weighted KPIs does not meet (sic) the 80% threshold, no bonus is paid. The ceiling for each KPI individually and aggregated is 120%." See 001104 (explaining how bonus is based on aggregated performance of each BDM).

also highlighted Plaintiff's "6 new accounts won with O'Rourke for over 50k gallons and \$150k C3," which was on par, if not better than his similarly situated Caucasian BDMs: Gary, Jeremy, Kyle, Nick. PS-006.

At the end of October 2019, Plaintiff's completed 90% of the Plan in Volume Total; 99% of the Plan in C3 Total; and 247% of the Plan in Premium Total. Due to his performance at the end of October he was eligible for bonus. PS-008 – PS-009.

At the end of November 2019, Plaintiff's completed 87% of the Plan in Volume Total; 94% of the Plan in C3 Total; and 233% of the Plan in Premium Total. Due to his performance at the end of November he was eligible for bonus. PS-008. Puvilland also highlighted Plaintiff's "4 new accounts won with O'Rourke for over 75k gallons and \$200k C3," which was generally better than majority of his similarly situated Caucasian BDMs: Art, Bob, Doug, Gary, Jeremy, Kyle, and Nick. PS-003 – PS-004.

During the fourth quarter of each year, typically in October, BDMs meet with their supervisor to conduct the Annual Performance Assessment. P-008. BDMs are required to submit a detailed self-assessment against their GPA ("goals per annum") to Puvilland to discuss during the end-of-year (EYR) meeting. *Id.* Plaintiff submitted his detailed self-assessment and met with Puvilland for an EYR review in January 2020. P-025 – P-026. Plaintiff and Pullivand collaborated on a general statement regarding Plaintiff's 2019 performance to load onto Shell's HR database. *Id.* The statement submitted highlighted Plaintiff's new business gains, while also encouraging room for improvement, given that Plaintiff had a short tenure in his role. *Id.* Pullivand would later make misrepresentations

to HR that the EYR statement provided was evidence that Plaintiff's performance was "unacceptable." P-003 – P005.

At the end of December 2019, Puvilland highlighted Plaintiff's "1 new account won with O'Rourke for over 15k gallons and \$40k C3," which was on par, if not better than his similarly situated Caucasian BDMS: Gary Steele, Kyle Eshleman, Nick. PS-002 – PS-003. At the end of January 2020, Puvilland highlighted Plaintiff's "2 new account won with O'Rourke for over 16k gallons and \$50k C3," which was on par, if not better than his similarly situated Caucasian BDMS: Gary, Hugh, Kyle, MJ. PS-001 – PS-002.

In January 2020, Puvilland stopped sending Plaintiff a snapshot of Plaintiff's KPI results each month. On January 28, 2020, Puvilland sent Plaintiff an email stating verbatim, "making good progress," in response to discussions about performance after the EYR statement. P-006. Plaintiff was not given any indication that his performance was "unacceptable" or that he was "underperforming." Williams Depo at 271:4-15.

C. Plaintiff becomes involved in race-related issues with Shell's Distributors; Breaux and O'Rourke.

As an Indirect BDM, Plaintiff was required to take initiative to analyze the market, and provide advantages to his distributors in the market area. Williams Depo at 197:1-16. One of Plaintiff's distributors, Breaux Petroleum, was removed from his list after Shell's Technical Advisor, Lucas Kerley, accused Breaux of not working with Plaintiff because of his race. Williams Depo at 144-147; 150:1-12; 176-180. Plaintiff became the subject of accusations made against Breaux, and subsequently, Breaux made complaints to Shell about Kerley accusing Breaux for being racist towards Plaintiff. *Id.* This incident is

believed to have occurred in the fourth quarter of 2019. Williams Depo at 176-180. Kerley was not reprimanded for the incident, and was allowed to continue to work with Breaux. Williams Depo at 148:22-25; 149:1. Thereafter, in January 2019, Shell realigned Plaintiff's territory to only include, Texas and Oklahoma, which removed Plaintiff from Breaux Petroleum, which is based in Louisiana. Williams Depo at 83:1-11. Plaintiff's Breaux account was transferred to another non-African American BDM. Williams Depo at 149:2-9.

In February 2020, Plaintiff met with Scott Field and Adriana, representatives from O'Rourke, to discuss pipeline review and upcoming activities at the company site. P-009 – P010. At some point during lunch, Plaintiff mentioned to Field that RelaDyne provided technical services for plants, which was a service that O'Rourke did not offer. *Id.* Unbeknownst to Plaintiff, Fields took offense to the mentioning of RelaDyne given that they were competitors in the industry. P-027. Fields then proceeded to state that Plaintiff was unprofessional during the visit and sent emails to Plaintiff's supervisors, however Field still accepted Plaintiff's calendar invite for the week of February 25th. P-009 – P-010; P-027. Plaintiff had a follow-up conversation with Puvilland, in which Plaintiff told Puvilland that Fields' reaction was due to racial bias. P-021 – P-022.

D. Plaintiff was terminated by Puvilland for “poor-performance” weeks after he received “good-progress” and a performance-based bonus.

On February 18, 2020, Puvilland opened a case against Plaintiff, requesting support and guidance from HR, alleging Plaintiff was underperforming (“2019 rating was

unacceptable”), and alleging Plaintiff was under tight coaching for over three months and his performance did not sustainably improve. P-012 – P-017.

BDMs were required to have monthly “MILO” meetings with Puvilland to discuss strategies and progress with their expected revenue goals. Williams Depo at 157:3-25; 158:1-9. In November 2019, Puvilland began having weekly “WILO” meetings with BDMs. P-004. Specifically, in January 2020, after a MILO meeting Puvilland told Plaintiff he was “making good progress.” P-006 – P-007. On March 3, 2020, after a WILO meeting Puvilland noted that “SalesForce was fully up to date;” “received good POPSAs;” and did not provide any indication to Plaintiff that his performance was “unacceptable” or that he was “underperforming.” P-024.

E. Shell’s reasoning for termination is pretext, given that Puvilland’s bias towards Plaintiff influenced his false misrepresentations that Plaintiff’s performance was “unacceptable.” Puvilland’s motives to terminate Plaintiff create credibility issues for a jury to assess.

On or around February 28, 2020, HR representative, Krista Encarnacion, recommended Puvilland progress Plaintiff to Verbal Warning, following the incident with O’Rourke. P-013. However, Puvilland insisted he was not accepting that recommendation, or a recommendation for Written Warning, Puvilland wanted to terminate Plaintiff as soon as possible, and remove Plaintiff from all meetings with distributors. *Id.* Encarnacion requested to partner with another HR representative, Lauren De Young, to deliver the message to Puvilland of their recommendation to progress Plaintiff to Verbal Warning. P-012 – P-017. There is no evidence in the record Plaintiff received any verbal or written warning during his employment.

On March 3, 2020, Puvilland forwarded his WILO notes to Encarnacion, stating he was hoping to hear back regarding his case against Plaintiff and that Plaintiff was “showing no improvement and more gaps in execution.” P-023 – P-024. However, Puvilland’s WILO notes did not provide any indication to Plaintiff that his performance was “unacceptable” or that he was “underperforming.” Williams Depo at 265:3-23.

On March 5, 2020, Puvilland and Encarnacion had a meeting where they discussed Puvilland’s case against Plaintiff. P-019 – P-020. Encarnacion recommended placing Plaintiff on PIP-Written Warning Level and to give him at least 30-days to improve. *Id.* Encarnacion deliberately stated that HR does not recommend going straight dismissal for Plaintiff for two reasons: (1) Plaintiff’s “expectations were never set that he could possibly be placed on PIP and then termination ... it would be clear if you formally place him on PIP that would serve as a notice and opportunity for him to improve;” and (2) the YE review it sounded like his rating was **NOT** “*unacceptable*.” *Id.*

The following day, March 6, 2020, Jeramy Haydn Guillermo deliberated further with Encarnacion and De Young, and contradicted previous statements by stating in an email “**while the tone of the YE review is positive**; it is clear that he received an *unacceptable* rating... risk would be higher if he received a lower or strong.” *Id.* Guillermo directed Puvilland to work with Encarnacion for the next steps for the termination conversation with Plaintiff on March 16, 2020. P-018 – P-019.

Subsequently on March 16, 2020, Shell terminated Plaintiff strictly on the basis of underperformance. P-011. Shell included talking points for the termination discussion, which included statements, such as, (i) Plaintiff’s performance throughout last year was

unacceptable and he did not meet his targets (even though Plaintiff received a performance-based bonus for 2019 and positive year-end reviews); and (ii) Plaintiff's delivery did not improve and Plaintiff received a rating of "unacceptable" during the 2019 YE review (even though Plaintiff received a performance-based bonus 2019, and received only positive feedback from MILO and WILO meetings). *Id.*

The first time Plaintiff learned he was "underperforming" or that his 2019 rating was "unacceptable" was during his termination call with Puvilland and Encarnacion. Williams Depo at 271:4-15. Puvilland was aware of Plaintiff's bonus, aware of Plaintiff's performance amongst his peers, and failed to set Plaintiff's expectations, which would allow Puvilland to reasonably measure Plaintiff's performance. P-004; PS-001 – PS-007. The material evidence presented establish genuine issue of material facts from which a jury could conclude that: (1) Plaintiff was discriminated against based on his protected class (race, African-American); and (2) Plaintiff was retaliated against for engaging in protected activity in violation of Title VII.

SUMMARY JUDGMENT STANDARD OF REVIEW

In response to summary judgment, the nonmoving party must set forth specific facts showing that there is a genuine issue for trial. *Glover-Dorsey v. University of Tex. Med. Branch*, 147 F. Supp. 2d 656, 661 (S.D. Tex 2001); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986). Issues of material fact are "genuine" if they require resolution by a trier of fact. *Id.* Doubts are to be resolved in favor of the nonmoving party, and any reasonable inferences are to be drawn in favor of that party. *Burch v. City of Nacogdoches*, 174 F.3d

615, 619 (5th Cir.1999). The Court must accept Plaintiff's evidence as true and must draw all reasonable inferences in his favor. *Reeves v. Sanderson Plumbing Products, Inc.*, 530 U.S. 133 (2000). Conversely, the Court must not weigh the evidence or make credibility determinations, for "credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions, not those of a judge." *Reeves*, 530 U.S. at 150-51 (quoting *Anderson*, 477 U.S. at 255).

Here, there are clearly genuine issues of material fact, which necessitate Plaintiff's claims progressing to a trial on the merits. Plaintiff is not basing his claims on "mere subjective belief" that he has been subjected to discrimination, but he is submitting factual evidence in which a reasonably juror could conclude that the actions of Defendant were pretextual and unworthy of belief. Each of the issues presented by Defendant's Motion are highly disputed and fact intensive. The evidence and testimony are disputed and dependent upon credibility determinations that cannot be made on summary judgment.

ARGUMENTS AND AUTHORITIES

A. Plaintiff can establish a prima facie case of discrimination based on his race.

To establish a *prima facie* case of race discrimination under Title VII, a Plaintiff must demonstrate that: "(1) he belongs to a protected group, (2) he was qualified for his position, (3) he suffered an adverse employment action; and (4) he was replaced with a similarly qualified person who was not a member of his protected group, or in the case of disparate treatment, that similarly situated employees were treated more favorably." *Nasti v. CIBA Specialty Chems. Corp.*, 492 F.3d 589, 593 (5th Cir.2007) (citing *Okoye v. Univ. of Tex.*

Houston Health Sci. Ctr., 245 F.3d 507, 512–13 (5th Cir.2001)); *see also*, *Septimus*, 399 F.3d at 609.

Defendant concedes Plaintiff satisfies elements (1), and (3) of the *prima facie* case, which is appropriate because the burden for establishing a *prima facie* case is “very minimal.” *Nichols v. Loral Vought Sys. Corp.*, 81 F.3d 38, 41 (5th Cir. 1996). However, Defendant asserts Plaintiff cannot establish the element (2) and (4) of his *prima facie* case for race discrimination that Plaintiff has no evidence he was qualified for his position and Plaintiff cannot show that (i) he was replaced by someone outside his protected class; or (ii) he was treated less favorably than similarly situated employees. Defendant does not contend Plaintiff cannot satisfy any other element of his *prima facie* case in its Motion. The evidence proves Plaintiff has met the burden of establishing a *prima facie* case by circumstantial and direct evidence.

1. It is undisputed that Plaintiff was qualified for his position as BDM.

Placing a plaintiff’s “qualifications” in issue at both the *prima facie* case and pretext stages of a termination case is an unnecessary redundancy. Courts have struggled with the bifurcated analysis that results from *Loeb*. *See, e.g., Lovelace v. Sherwin–Williams Co.*, 681 F.2d 230, at 244–45 (4th Cir.1982). The requirement that a plaintiff prove he is meeting his employer’s reasonable expectations represents an imperfect attempt at analogy with *McDonnell Douglas*. *See Bienkowski v. American Airlines, Inc.*, 851 F.2d 1503, 1506 & n. 3 (5th Cir.1988) (noting that a *prima facie* discrimination claim requires the plaintiff to prove that he was objectively qualified for the position, i.e., that he held the

necessary qualifications for the job he sought to hold); *Bynum v. Fort Worth Independent School District*, 41 F.Supp.2d 641, 653 (N.D.Tex.1999) (granting summary judgment for school district due to plaintiff's failure to establish a prima facie case of employment discrimination where the *plaintiff's decertification* by the Army rendered him ineligible to continue serving as a JROTC teacher) (emphasis added).

Although Defendant argues that because Plaintiff failed to meet his performance expectations, he cannot show he was qualified for his position as required under Title VII. Defendant cited *Urdu*, which in that case the Plaintiff was given a warning of "deficient performance," unlike here Plaintiff only received a performance-based bonus and did not receive any negative performance reviews. *Urdu v. Texas Mut. Ins. Co.*, No. 1:18-CV-1048-LY, 2020 WL 9809988, at *6 (W.D. Tex. July 16, 2020). Defendant also cites, *Arensodorf*, where the Court found that Plaintiff was not qualified based on ample documentation from a 90-day PIP showing deficient performance; unlike here, Defendant decided to forego placing Plaintiff on a PIP and terminated Plaintiff based on poor performance weeks after positive reviews and a performance-based bonus.

The evidence is also clear that prior to working for Defendant, Plaintiff had over ten years of experience in the industry, and Defendant ultimately hired Plaintiff based on that experience. It is undisputed that from January 2019 to March 2020, Plaintiff never received any notice that he was underperforming, his rating was unacceptable, or was Plaintiff ever given any performance improvement plan or set expectations to allow his supervisors to measure his performance. The only evidence of actual performance within Plaintiff's position is the evidence that Plaintiff received a performance-based bonus for meeting sales

quotas set by Defendant. Therefore, Defendant's position that "Williams failed to improve in continuing to be unprepared for sales calls..." is subjective and is not objective evidence that clearly demonstrates Plaintiff was qualified. Plaintiff's qualifications can be shown, objectively, by (i) his previous work history; (ii) performance related bonuses; and (iii) the fact that Defendant hired Plaintiff based on his qualifications. Therefore, it is undisputed that Plaintiff met his minimal burden to show that he was qualified for the BDM position, to satisfy element (2) of his *prima facie* case of race discrimination. Plaintiff has presented genuine fact issues as to his qualifications under Title VII.

2. Genuine fact issues exist as to whether Bob McLaughlin, Jeremy Strausbaugh, Kyle Eshelman, Johnson, and Gary Steele received favorable treatment compared to Plaintiff, given that Plaintiff's actual performance was similar, if not better than his Caucasian peers, yet they were not terminated for "poor performance."

Defendant asserts that Plaintiff cannot identify a single comparator who was similarly situated and treated more favorably. The Court has emphasized that "nearly identical is not synonymous with identical." *Turner v. Kan. City S. Ry. Co.*, 675 F.3d 887, 893 (5th Cir. 2012). The Court further explains that "a requirement of complete or total identity rather than near identity would be essentially insurmountable, as it would be in the rarest circumstances that the situations of two employees would be totally identical." *Lee v. Kan. City S. Ry Co.*, 574 F.3d 253, 260 (5th Cir. 2009). Simply stated, Plaintiff needs only to show that there exist non-African American employees who were supervised by Puvilland and were treated more favorably for similar performance as Plaintiff.

Puvilland supervises roughly 8 to 10 Indirect BDMs, in both the transportation section and industrial section. During Plaintiff's employment he was the only African-American male BDM under Puvilland's supervision. As stated above, each month Puvilland would send out key performance indicators and highlighted each BDM's monthly wins. Puvilland also acknowledged that Plaintiff's performance in comparison to his peers was determined based on the monthly highlights he sent out. PS-001 – PS-007.

Each month, it was clear that Plaintiff performance was similar, if not better, than his peers each month. For example, at the end of November 2019, Plaintiff had four new accounts won with O'Rourke for over 75k gallons and \$200k C3," which was generally better than majority of his similarly situated BDMs (Art, Bob, Doug, Gary, Jeremy, Kyle, and Nick). There is no evidence in the record that any other BDM was terminated or even reprimanded for poor performance, even though the material facts indicate that Plaintiff's performance was similar, if not better, during the majority of the months where Puvilland highlighted each BDMs' wins. It is clear there was not a significant difference in actual performance amongst BDMs, yet Plaintiff was terminated for poor performance, and the only difference between Plaintiff and his peers is that Plaintiff is African-American.

Accordingly, similarly situated BDMs with comparable actual performance as Plaintiff, who did not draw an adverse employment action, should be considered as "comparable seriousness" to Plaintiff's, justifying their performance as "nearly identical." *Lee*, 574 F.3d at 260–61 (quoting *McDonald*, 427 U.S. at 283 n.11, 96 S.Ct. 2574); *see also id.* at 260 ("[C]ritically, the plaintiff's conduct that drew the adverse employment decision must have been 'nearly identical' to that of the proffered comparator who allegedly drew

dissimilar employment decisions.” (quoting *Perez v. Tex. Dep’t of Criminal Justice*, 395 F.3d 206, 213 (5th Cir. 2004)). Because there is not a significant difference between Plaintiff’s actual performance and that of his similarly situated Caucasian BDMs; the adverse action against Plaintiff accounts for the difference in treatment received from Defendant than his similarly situated BDMs: Bob McLaughlin, Jeremy Strausbaugh, Kyle Eshelman, Johnson, and Gary Steele for the purposes of an employment discrimination analysis.” *Id.* (quoting *Wallace v. Methodist Hosp. Sys.*, 271 F.3d 212, 221 (5th Cir. 2001)). Accordingly, Plaintiff has established undisputed facts that Bob McLaughlin, Jeremy Strausbaugh, Kyle Eshelman, Johnson, and Gary Steele were similarly situated Caucasian BDMs under the supervision of Puvilland with similar performance, yet Plaintiff was the only BDM terminated for “poor performance.” Therefore, Plaintiff established a *prima facie* case of race discrimination, and summary judgment should be DENIED.

In the alternative, Plaintiff asserts he was replaced by a non-African American employee.

3. Genuine fact issues exist regarding Defendant’s stated reasons for termination as unworthy of credence, given that Plaintiff was terminated for poor performance, yet his performance was similar, if not better than his non-African American peers.

Evidence that an employer’s explanation is false or unworthy of credence, with the plaintiff’s *prima facie* case, supports an inference of discrimination even without further evidence of defendant’s true motive. *Laxton v. Gap, Inc.*, 333 F.3d 572, 580 (5th Cir. 2004).

The gravamen of Plaintiff's race discrimination claim is Defendant's reason for termination is unworthy of credence. Shell failed to follow its own progressive discipline policy, failed to follow the multiple recommendations for progressive discipline by HR; and other similarly situated employees, such as Bob McLaughlin, Jeremy Strausbaugh, Kyle Eshelman, Johnson, and Gary Steele, were treated more favorably given that Plaintiff's performance was similar, if not better than his similarly situated peers, yet he was the only BDM terminated for "poor performance." Defendant alleges Plaintiff was terminated for "underperformance." However, Plaintiff asserts that Defendant's reason for termination was pretext to cover up a discriminatory intent to end Plaintiff's employment.

The material facts provide inconsistencies with Puvilland's subjective motives. Puvilland's subjective motives were influenced by a discriminatory animus to target Plaintiff because of his African-American race. Puvilland was aware of the race-related issues that Plaintiff was having with his distributors, Breaux and O'Rourke, and did not want to adhere to HR recommendation for progressive discipline given that from their perspective it was unclear how Plaintiff's performance was unacceptable. Plaintiff's race related issues with distributors, and the fact that Plaintiff received performance-based bonuses and positive reviews, yet terminated for underperforming, should be considered evidence for a reasonable juror to assess that a discriminatory motive was developed against Plaintiff after key players received notice of his disability.

Evidence that Shell regarded Plaintiff's performance as good demonstrates the articulated reasons for Plaintiff's termination lack credence. *Glasmire v. Public Storage*, 2013 WL 1890363 *5 (N.D. Tex. 2013). Plaintiff received positive year-end reviews,

positive ratings, and a performance-based bonus for only working six-months in 2019. Puvilland gave assurances to Plaintiff that his performance was acceptable, yet Puvilland failed to give Plaintiff notice of: (i) any underperformance; (ii) any expectations; and (iii) the opportunity to go on a PIP. Encarnacion deliberately stated it is unclear how Plaintiff's performance was considered "unacceptable," based on her review of Puvilland's notes. Such circumstances suggest Plaintiff's performance was good. Thus, the reasons for his termination lack credence.

The evidence shows Plaintiff was making "good progress" in January 2020, and received positive feedback on March 3, 2020. Puvilland may have subjectively believed Plaintiff was underperforming, but the evidence shows Puvilland was aware of Plaintiff's success based on his own monthly highlights, key performance indicators, and WILO/MILO notes. Puvilland developed a poor perception of Plaintiff, based on race-related issues with Shell's distributors. The fact that Puvilland failed to communicate deficiencies with Plaintiff until after Plaintiff was terminated, yet had multiple meetings with Plaintiff, thus Defendant's assertion of "underperformance," lacks credibility, and these doubts should be left for a jury to decide.

B. Plaintiff can establish a prima facie case of retaliation under Title VII.

To make out a prima facie case of retaliation, Plaintiff must establish: (1) he participated in an activity protected by Title VII (2) his employer took some retaliatory action against him, and (3) a causal link exists between the protected activity and the retaliatory action. *Banks v. E. Baton Rouge Parish Sch. Bd.*, 320 F.3d 570, 575 (5th Cir. 2003).

1. Plaintiff engaged in protected activity when Kerley made complaints that Breaux Petroleum's management was being racist and when he asserted that O'Rourke's management reaction was due to his race.

“An employee has engaged in protected activity when he has (1) ‘opposed any practice made an unlawful employment practice’ by Title VII or (2) ‘made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing’ under Title VII.” *Douglas v. DynMcDermott Petroleum Operations Co.*, 144 F.3d 364, 372 (5th Cir.1998).

Plaintiff alleges he was terminated in retaliation for giving notice of race-related issues with his distributors, and requesting to discuss them further with Puvilland. Plaintiff's allegations were never investigated, and Plaintiff was never offered an opportunity to attempt to resolve these issues with his distributors, since it was primarily his job to work with distributors on a day-to-day basis. Plaintiff engaged in protected activity when he involved in an investigation surrounding Kerley making assertions that Breaux's management was being racially prejudice towards Plaintiff. After the incident, Breaux was removed from Plaintiff's distributors, and Shell realigned Plaintiff's position to only focus on Texas and Oklahoma. Furthermore, following the incident with O'Rourke, in February 2020, Plaintiff attempted to discuss what he believed to be race-related issues with Puvilland, but Puvilland failed to take Plaintiff's complaints into consideration, and Plaintiff became the target of the incident, ultimately causing O'Rourke to be removed as Plaintiff's distributor. The evidence is sufficient to prove that Plaintiff engaged in protected activity, which satisfies the first element of a retaliation claim.

2. There is a question of fact as to whether Plaintiff suffered adverse employment action as a result of his protected activity.

As stated above, Plaintiff suffered materially adverse employment action on March 16, 2020, after he engaged in protected activity in January 2020, and February 2020. Plaintiff was terminated on March 16, 2020. Plaintiff's termination should be considered direct evidence of adverse employment action, and it had one-month after Plaintiff engaged in protected activity. Plaintiff has presented sufficient evidence that establishes he suffered a materially adverse action.

3. There is a question of fact as to whether Plaintiff's termination was pretextual given that Defendant's reason for termination lacks credence.

As stated above, Plaintiff asserts that Defendant's reason for termination was pretext to cover up a discriminatory and retaliatory intent to end Plaintiff's employment because of the inconsistencies Plaintiff's performance review. Sufficient evidence exists to allow a reasonable jury to conclude that Defendant's reasoning for Plaintiff's termination was pretextual and contains doubts as to whether Plaintiff was retaliated after engaging in protected activity under Title VII.

CONCLUSION

Accordingly, Plaintiff Carl Williams respectfully request that this Court **deny** Defendant's motion for summary judgment in its entirety, allowing Plaintiff's claims to proceed to trial.

Dated: February 2, 2022

Respectfully submitted,
 **kennard law** P.C.

/s/ Eddie Hodges Jr.
Eddie Hodges Jr.
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S.D. ID. 3479748
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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of this document on all counsel of record, as listed below, via the Case Management Electronic Case Filing (CM/ECF) System for the U.S. District Court for the Southern District of Texas, on February 2, 2022.



Alfonso Kennard Jr.

CERTIFICATE OF COMPLIANCE

I certify that the foregoing motion for summary judgment complies with 25-page requirement in Section 7 of the Court's Procedures because it is prepared in plain, 13-point Times New Roman Typeface and less than 25 pages, excluding the parts of the motion exempted by Section 18(c) of the Court's Procedures.



Alfonso Kennard Jr.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

HOUSTON DIVISION**CARL O. WILLIAMS**
*Plaintiff,***v.****SHELL OIL COMPANY**
Defendant.§
§
§
§
§
§
§
§
§**CAUSE NO. 4:20-cv-04295**

**PLAINTIFF CARL WILLIAMS' APPENDIX IN OPPOSITION TO DEFENDANT
SHELL OIL COMPANY'S MOTION FOR SUMMARY JUDGMENT**

Plaintiff respectfully submits this Appendix in support of its Opposition to the Motion for Summary Judgment.

APPENDIX	DESCRIPTION
P-001	Pay Stub from Shell indicating Carl Williams KPI Performance Bonus
P-002	Email Dated August 23, 2019 regarding Sales Coaching Day
P-003 – P-005	Email Dated February 19, 2020 from Xavier Puvilland regarding his complaint against Carl Williams
P-006 – P-007	Email Dated January 28, 2020 from Xavier Puvilland stating “making good progress”
P-008	Shell’s Annual Performance Assessment
P-009 – P-010	Carl Williams’ Letter to Puvilland regarding the incident with Scott Field and O’Rourke
P-011	Talking Points for Carl Williams’ termination Discussion
P-012 – P-017	Shell’s HR (Kristia Encarnacion) messages regarding Carl Williams’
P-018 – P-020	Emails leading up to Carl Williams’ Termination
APPENDIX	DESCRIPTION

P-021 – P-022	Email Dated March 5, 2020 from Xavier Puvilland regarding conversations with Carl Williams about racial prejudices with O'Rourke
P-023 – P-024	Emails leading up to Carl Williams' Termination
P-025 – P-026	Carl Williams Year-End-Review statement in collaboration with Xavier Puvilland
P-027	Email Dated February 19, 2020 from Carl Williams regarding the incident with Scott Field and O'Rourke
P-028 – P-029	Carl Williams Year-End-Review's detailed "self-assessment against his GPA (goals)"

Dated: February 2, 2022

Respectfully submitted,



/s/ Eddie Hodges Jr.

Eddie Hodges Jr.

Texas Bar No. 24116523

S.D. ID. 3479748

Alfonso Kennard, Jr.

Texas Bar No. 24036888

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of this document on all counsel of record, as listed below, via the Case Management Electronic Case Filing (CM/ECF) System for the U.S. District Court for the Southern District of Texas, on February 2, 2022.



Alfonso Kennard Jr.



Pay Date : 03/02/2020 - Bonus payment

Pennzoil-Quaker State Company d/b/a SOPUS Products

Carl O Williams JR

Employee ID
Pay Frequency Semi-monthlyPeriod Begin Date 03/02/2020
Period End Date 03/02/2020

Taxes	State Codes	Marital Status	Allowances	Additional Amounts
Federal		Single	0	
Primary State		Exempt	0	
Secondary State			0	
Local			0	

Messages

INQUIRIES? Hours: Contact your Timekeeper. For Benefits: Fidelity 1-800-30SHELL. Pay: Contact HR-Operations@shell.com or please call them at 866-514-7135. Current Benefits Info: Click on Fidelity NetBenefits.

 Click Tax Form Services and scroll down to Consent if you are not already enrolled to receive your original W-2 electronically.

 Direct Deposit: Update on the HR Online home page choose My Data & Reports > Personal Information > Bank Details

W-4 Tax Withholding: Update on the HR Online home page choose My Pay > United States Tax Withholding W-4 Form

Earnings	This Period	YTD
Regular Pay - Salaried	0.00	21,174.26
Holiday Pay Base	0.00	492.42
Sales KPI Bonus (Non-Benefit Bearing)	23,400.00	23,400.00
Shares Cash Balance	0.00	106.54
Wellness Reimb	0.00	250.00
GESPP Exercise	0.00	9.30
CGLI - FICA Only	0.00	37.80
Total Earnings :	\$23,400.00	\$45,432.52
Pre-Tax	This Period	YTD
Medical Insurance Pre Tax	0.00	644.20
Dental Ins Pre Tax	0.00	50.96
Employee Provident Fund Pre-Tax	0.00	2,329.16
FSA Health Care	0.00	41.68
Vision Pre Tax	0.00	39.84
Vacation Buy Pre Tax	0.00	500.00
FSA Health Adj	0.00	-8.78
Total Pre-Tax :	\$0.00	\$3,597.06
Taxes	This Period	YTD
Federal	5,148.00	8,403.00
EE Social Security Tax	1,450.80	2,733.94
EE Medicare Tax	339.30	639.39
Total Taxes :	\$6,938.10	\$11,776.33
POST-TAX	This Period	YTD
Employee Life Insurance	0.00	9.89
Group Legal	0.00	19.92
Dependent Life	0.00	2.68
Retirement Life	0.00	78.08
Employee Life Insurance Adj	0.00	0.01
Retirement Life Adj	0.00	0.08
Support Order	600.00	3,000.00
GESPP Post Tax	0.00	200.00
TOTAL POST-TAX:	\$600.00	\$3,310.66
Net Pay	This Period	YTD
Total Net Pay :	\$15,861.90	\$26,741.93

OTHER BENEFITS & INFORMATION

Description	Percent	This Period	Year-To-Date
Employee Provident Fund Pre-Tax	0.00	0.00	2,329.16
Employee Provident Fund After-Tax	0.00	0.00	0.00
Member Provident Fund II - ended 12/31/2014	0.00	0.00	0.00
Company Provident Fund	2.50	0.00	541.68
Catch-up Contribution - ended 12/31/2014	0.00	0.00	0.00
GESPP Post Tax	0.00	0.00	200.00

Summary	Earnings	pre-tax deds	Taxable Wages	taxes	post-tax deds	net pay*
This Period	\$23,400.00	\$0.00	\$23,400.00	\$6,938.10	\$600.00	\$15,861.90
YTD	\$45,432.52	\$3,597.06	\$41,766.72	\$11,776.33	\$3,310.66	\$26,741.93

Pay Distribution List

Description	Type	Amount	Account #	Bank

Message

From: BNG-ECO WIS-Sales1st-Prod SBOBNG-F [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=69D8F8D06EBA43BCB605F34826DBBABF-INH350]
Sent: 8/23/2019 12:04:51 PM
To: Williams, Carl O SLUBE-DIU [carl.o.williams@shell.com]; Puvilland, Xavier SLUBE-DIU [xavier.puvilland@shell.com]
Subject: Action Plan for KAM/AM/BDM/Technical Coaching on 22 Aug 19

Copy: Xavier Puvilland

Sales Coaching DayDear **Carl Williams**,

I enjoyed working with you on **22 Aug 19**. After the session, we discussed your strengths and agreed on some development actions for you to work on in the coming months.

From your session, what has the individual improved or done well in relation to the coaching goals?

Display more leadership during plenary meetings.

Improve POPSA granularity, especially with better understanding of decision structure of customers.

Ensure key decision makers are attending meetings to improve efficiency.

Focus more on new volumes development vs. maintaining existing accounts.

What actions has the individual agreed as a result of this coaching session:

Specific Actions	By When?
Follow-up actions for OCI and Veolia	8/30/19
Improve margin estimates in pipeline	8/30/19

Any Other Comments:Click here to see the completed [Coaching Report](#).

I am looking forward to working with you on our next coaching session to see what progress you have made.

Best wishes,

Xavier Puvilland

This is a system generated email. Please do not reply.

Message

From: Puvilland, Xavier SLUBE-DIU [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C7F7A3AE9FB04F988567BDA20664E08D-FRXP00]
Sent: 2/19/2020 5:01:35 PM
To: Encarnacion, Kristia P SSSCMLA-HRR/VAU [kristia.encarnacion@shell.com]
Subject: CONF: Case 02625622 documentation
Attachments: 2_11_17 ORourke customer German Pellet Mill Storage Visit and Lunch Summary.docx; O'Rourke support.msg; FW_ Carl Williams Interaction.msg; RE_ Field Rides Dates.msg; Salesforce cleanup _ mass upload.msg; RE_ Updated Slide on Path to \$1.5M.msg; Feedback on BDMs.msg; RE_ BDM Support.msg; RE_ EYR Comments.msg; Re_ High Roller Sand (Monahans, TX) .msg; WILO Carl Jan 6.msg; WILO 1_13.msg; Re_ Updated 2020 Tactics Slides.msg; RE_ Update Sales Pipeline.msg; FW_ Carl.msg; FW_ Reminder _ RE_ Site Assessment _ DVR Link.msg; FW_ Discussion w_ Carl.msg; RE_ Request for Support _ Accelerating Sales Pipeline.msg; RE_ WILO Carl.msg; EYR Discussion Feedback.msg; RE_ ANNUAL PERFORMANCE ASSESSMENT.msg; RE_ FYI _ Updated Sales Pipeline.msg; RE_ B2B Texas Role.msg; RE_ September Pipeline.msg; RE_ Vacation Time Notification.msg; Accepted_ Carl's Vacation Day .msg; Action Plan for KAM_AM_BDM_Technical Coaching on 22 Aug 19.msg; Diala bulk for O'Rourke _ teaser for OCL.msg; RE_ Milo Opportunity Pipeline.msg; RE_ Ride-a-long Discussion .msg; Review Carl July 2019.msg; Recent wins - Indirect US #5.msg

Importance: High
Sensitivity: Personal

Hi Kristia,

Carl Williams, experienced hire for about a year as a JG4 Business Development Manager for the Indirect channel in the US, has been reporting directly to me since August 1st from a system perspective, but we had a handover period in July with his previous manager and I had my first coaching discussion with him mid-July.

It appeared right away that he had significant gaps to close, which was OK as a new joiner, even though as an experienced hire, JG4 and after being in company for already nearly 6 months I had much higher expectations. We started to have regular coaching calls right away.

Some serious behavioral issues had already been documented by then:

- An incident with two female employees during his first week in the company, when he made them feel very uncomfortable. This required an intervention from two senior staff members: FW: Discussion w/ Carl.
- Previous line manager following up with a Technical Advisor "because this relationship started off very poorly due to Carl's behavior at a customer training that he was invited to at STCH": FW: Carl.
- Kenneth Aucoin (Learning) note to previous line manager: FW: Reminder // RE: Site Assessment / DVR Link

Joint sales calls on Aug 22nd in Beaumont, TX, evidencing serious gaps:

- The organization of joint sales call was very erratic from the beginning, with no consideration whatsoever for others or his line manager and very poor professionalism throughout the preparation:
 - He started by booking two full days in my calendar without any agenda or heads-up, just the week prior to some customer visits.
 - I discussed it with him and we agreed that my presence would add value only on the second day he had booked. I asked to get the preparation documentation and schedule quickly, so that I could plan my travels accordingly.
 - We agreed he would pick me up on the 22nd morning and we would ride together to Beaumont. We were scheduled to have a call to review the preparation on that Friday morning. As we traded some IM exchanges, he decided that this discussion was not needed any more and canceled this call, which I disagreed with. When I finally spoke to him on the Friday night, still requesting the agenda and preparation documents for the following week's visits, he casually informed me that scheduled was now to meet them directly in Beaumont on the Wednesday night, and did not acknowledge this was a last minute material change, see RE: Ride-a-long Discussion

- When I joined him directly for dinner at the indicated location on the Wednesday night, he was with two employees of the distributor he's supporting, who happened to not even know who I was and what I did for Shell, another obvious example of lack of preparation
- The coaching report highlighting the need for improvement on preparation of sales calls: Action Plan for KAM/AM/BDM/Technical Coaching on 22 Aug 19
- Some actions requested (in written) after this call were not followed up, eroding significant value for Shell (last action item in attachment: Diala bulk for O'Rourke / teaser for OCI). I requested an update several times about this action later (evidenced in regular coaching call minutes after this visit) and eventually got an evasive answer that yes, this had been done and there had been no further pricing support granted. I learnt recently that this was not the case from the ICAM and could get documentation if required.

He has been very disorganized and missing important deadlines repeatedly:

- Multiple examples of lack of follow-up in weekly or monthly discussions notes listed below and attached, and EYR discussion
- I had to reschedule his EYR discussion as he did not send his input on time: RE: ANNUAL PERFORMANCE ASSESSMENT
- While at the Miami Distributors Conference, I found out during our team meeting on the last day (Thursday October 10th, when asking if he wanted to share a ride to the airport later that day as we are both based in Houston) that he was planning to take the following day off and extend his stay in Miami over the weekend, without requesting prior approval, which I still decided to accept as an oversight (Accepted: Carl's Vacation Day), while the rules and expectations regarding booking vacation days had been made explicitly clear to him 6 weeks prior: RE: Vacation Time Notification

He tried to review the scope of his role multiple times, demonstrating a lack of understanding of his role, see following attachments:

- RE: B2B Texas Role
- RE: Request for Support // Accelerating Sales Pipeline

The EYR discussion was a key milestone to reset expectations and clarify improvement actions needed:

- Input from employee for end year review: EYR Discussion Feedback
- Input from ICAMs he works with and supports: Jarrett Enochs: RE: BDM Support and Alex Sudyk: Feedback on BDMs
- Follow up emails exchanges after EYR discussion end of October when he did not receive the feedback and coaching well: RE: EYR Discussion Feedback. This discussion outlines the gaps and actions to close them at the end of October, and contains an attempt to misrepresent some of the feedback given.

We moved from monthly coaching calls to weekly coaching calls starting end of October, showing significant gaps in capabilities and execution. Most of the minutes I could find are in the attachments listed below for reference (some being a trail covering several sessions and building off each other):

- Review Carl July 2019
- RE: Milo Opportunity Pipeline
- RE: September Pipeline
- RE: FYI // Updated Sales Pipeline
- RE: WILO Carl
- RE: Update Sales Pipeline
- WILO Carl Jan 6
- WILO 1/13

His strong underperformance, against targets or ranked against his peers, is fully evidenced by the email trail sent to the wider team and community with a recap of all the team members achievements on a monthly basis since I'm in this role: Recent wins - Indirect US #5

Since he's been on this strong coaching plan (end of October), on top of the elements listed above, there has been several incidents, including a major one leading to a distributor formally complaining to Shell last week:

- He has been struggling to define his strategy, from knowledge and capability gaps, even after multiple discussions and coaching time:
 - This request started mid-December as per attachment: Re: Updated 2020 Tactics Slides
 - End of January status: Updated Slide on path to \$1.5M
- Incident on January 14th impacting the relationship with a distributor, a Shell direct and leading to a waste of time and resources:
 - Absolutely no preparation done ahead of customer visit is one of the causes of the February 11th incident: High Roller Sands (Monahans, TX)
 - Proper preparation of trip was already raised as an action item from WILO the week before: WILO Carl Jan 6
- We had some back and forth discussions about 2019 performance write-up, after he was communicated his rating (Unacceptable): EYR Comments
- On Jan 30th he was he missed another important deadline for a project: Salesforce cleanup / mass upload
- Incident from sales call on February 11th, leading to a complaint from the distributor partner to Shell's management, and my decision to suspend his support to this distributor to protect this important business relationship, pending further action. Note that again this was partially due to a lack of preparation, coupled with unprofessional behaviors:
 - Complaint received: Carl Williams Interaction
 - Summary of discussion with employee, pending further action: O'Rourke support
 - Account / answer from the employee: 2_11_17 ORourke customer German Pellet Mill Storage Visit and Lunch Summary.docx

Based on all the elements above (misbehaviors and business incidents) and attached documentation, after investing a very significant amount of time coaching this employee for the last few months, setting expectations extremely clearly over 90 days ago, and as not only his results did not materially improve, but he has now been damaging the reputation of Shell with some key distributors partners (O'Rourke Petroleum Products) to the point where I had to pull him off the support of this distributor, which will impact the business's ability to deliver its targets, I need to dismiss this employee immediately.

Thanks for your help and guidance about the process to follow,

Xavier PUVILLAND

Indirect Business Development Lead - US

Tel: +1 832 762 2452

Mob: +1 281 716 0792

Email: xavier.puvilland@shell.com

Internet: <http://www.shell.com>

Message

From: Puvilland, Xavier SLUBE-DIU [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C7F7A3AE9FB04F988567BDA20664E08D-FRXP00]
Sent: 1/29/2020 7:00:43 PM
To: Williams, Carl O SLUBE-DIU [carl.o.williams@shell.com]
Subject: RE: Updated Slide on Path to \$1.5M

Carl,
 Thanks. I'll be more comfortable once we have the sectors view but I guess for now we'll have to go with that. Next step would be to start comparing existing pipelines with those targets, and implement ways of working / strategy with your distributors – could be directional for now on the pipelines, would be good to understand early from you where you feel the top 3/5 gaps are in terms of pipeline so we can start addressing them.
 Thanks,
 Xavier.

From: Williams, Carl O SLUBE-DIU <Carl.O.Williams@shell.com>
Sent: Wednesday, January 29, 2020 10:07 AM
To: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Subject: RE: Updated Slide on Path to \$1.5M

Xavier, Thanks for your feedback. I've responding to your questions and added comments below in **Red**.

All the Best,

Carl O. Williams, Jr.
 Industrial Business Development Manager
 Shell Lubricants
 Cell: 281-781-6096
 Email: Carl.O.Williams@shell.com
[Why choose Shell? Learn more](#)



From: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Sent: Tuesday, January 28, 2020 6:05 PM
To: Williams, Carl O SLUBE-DIU <Carl.O.Williams@shell.com>
Subject: RE: Updated Slide on Path to \$1.5M

Carl,

Thanks, making good progress. Please find attached some additional comments/questions below:

- Midtex being future Janus Prestige, we probably should invest more support in them and have a higher target. Might require some alignment on industry. Or check if they are planning to reach their growth targets only/mostly through Transport with the ICAM? **I actually spoke to my ICAM Jarrett about this on 1/29/2020 and our plan is to work with marketing and the OBAM to get more IND leads to assign to Midtex and work with them. My efforts to provide them with a few qualified leads that I will work with them on should stimulate some activity.**
- RRS doesn't sell lubes as such, sales go through the local RD branch from a numbers perspective, but I like having a specific target for customers originated with the reliability services guys. Just to watch from an

P-006

accounting perspective. I understand. I just wanted to ascertain a value that I think I can extract through them with the time that I will spend and the business I will gain from utilizing their services.

- From a planning perspective I would probably not give a target to Oil Patch yet, or start working with them (we should think about we pass the message to the ICAMs for those particular cases if there is a potential misalignment). If their merger goes through and they become Janus and aligned, can always re-allocate some of the targets and effort from other distributors to them throughout the year, but would not count on them from day 1. No idea how long this merger can take, could be fairly long... According to my conversation with my ICAM Josalin regarding Oil Patch Petroleum and Oil Patch Fuel Services, she feels they're still may be some opportunities with them because the Corpus Christi and South Texas area has not been fully targeted and explore my our Shell distributors. OPFS is currently working on setting a meeting with a 100K gal LNG opportunity. I think it will be worth supporting them if they have some sizeable opportunities. I realize that not all Janus distributors like Midtex and Quality are truly competent and focused on Industry so I think I really have to work with all of my distributors including non-Janus to hit my 2020 GPA targets.
- Can we stretch Quality a bit more? They're big but market potential and local capabilities to take into account, so this might be the right target. Just food for thought. According to my phone call wit their sales manager on 1/29/2020, they are primarily a PCMO and Transport distributor but is interested in Industry but it has not been a strong focus and strength for them, so I will be conservative on my numbers with them. Additionally, Western Marketing (Reladyne also has PAR in OK)
- Did you test the RelaDyne target with Kerry? I have not officially yet, but I will soon after I review their current Shell pipeline and after my call wit their sales managers on this Friday.

Hope it helps. Also, would be good if you could update/validate your slide 5 (the sectors) so that we can finalize the exercise. I honestly do not have any new market intelligence at the moment to further validate the sectors. The sectors that are currently depicted was determine by guidance from TAs who have worked in those markets that I am not familiar with. My thoughts is that by May/June, I can update the sector map based upon the opportunities I see during my field visits and pipeline. With that said, can we agree that this exercise is finalized? The whole objective was for me to establish a market strategy mainly regarding assigning volume target numbers and determining my time allocation with my distributors which is the most important. The sectors that will actually help me meet my numerous will be determined throughout the year.

Thanks,

Xavier.

From: Williams, Carl O SLUBE-DIU <Carl.O.Williams@shell.com>
Sent: Monday, January 27, 2020 9:40 PM
To: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Subject: Updated Slide on Path to \$1.5M

Xavier,

Thank you for your coaching today. I have updated slide 3 to display that changes we discussed.

All the Best,

Carl O. Williams, Jr.
 Industrial Business Development Manager
 Shell Lubricants
 Cell: 281-781-6096
 Email: Carl.O.Williams@shell.com
[Why choose Shell? Learn more](#)

P-007

At the end of the year we share in Shell's success by recognising achievements and delivery of outcomes through ratings and performance discussions that matter.

Dear Colleagues,

As you are aware, at the start of this year we commenced the global roll out of our refreshed Performance Management approach. We are now entering the final phase, the Annual Performance Assessment.

I want to hold a year-end discussion with each of you based on the **outcomes delivered** (5+3 goals) and **how** these were delivered (behaviours).

I'll be relying also on the MYR done with your previous respective line managers, but to help me in preparing this process, please:

KEY ACTIONS

- 1. Prepare your detailed self-assessment** against your GPA (5+3 Goals) and send it to me at least two working days before our EYR discussion.
- 2. Book an hour** for this EYR discussion on the **25th or 28th of October**. I blocked those two days for only this, so you'll be able to see which slots are still available in my calendar.

Any questions please let me know.

Thanks,

Xavier.

SHELL IS THE POWER OF ITS PEOPLE. WHEN YOU OUTPERFORM, SHELL OUTCOMPETES.



Hello Xavier,

Per our request, I would like to share my account on what took place before and shortly after my sales call visit with O'Rourke at German Pellet Mill Storage site located at 100 W Lakeshore Dr., Port Arthur, TX 77640.

On Thursday February 6th, Scott Fields and I had a brief phone call about his desire for me to start working more with his new rep in the Beaumont area named Adrianna Pierce. During this call, Scott basically stated that he would expect Adriana and I to have more success selling Shell in the Beaumont area because Adriana knows a lot of people in industry there locally.

On Monday, February 10th, I had a scheduled pipeline review call with Jarrett and Scott regarding O'Rourke's Industry Sales Pipeline and upcoming activities. During this call, Scott mentioned that he and Adriana had a visit scheduled on tomorrow, Tuesday February 10th at the German Pellet Mill Storage location in Port Arthur Texas but he wasn't sure of the time. On this call, I asked Scott if he needed my support during this visit and if he thinks this a good opportunity for him to personally introduce me to Adriana. Scott agreed that he would like for me to attend to represent Shell and that he would like for me to meet Adriana. I then asked Scott what is our objective of the call and what will be my role during the meeting. Scott replied that we are going meet with the customer and do an informal site assessment to examine their operations and storage and handling of their lubricants. After the call, I texted Adriana around 2pm on Monday to confirm the time and address and she confirmed that it was at 9am on Tuesday. I called Adriana around 3:30pm on Monday afternoon to introduce myself and to gather more information about this customer and the guests whom we will be meeting with.

On Tuesday, February 11th, I met Scott and Adriana directly at the customer's site. We put on our PPE gear and went directly inside the customer's office to meet with Bryan Dow, the general manager for this facility and the Woodville plant location. At the same time, we also meet with the terminal manager Torge Harrison and the Operations/Logistics manager Ty Smith. Adriana led the initial conversations with the customer since she had a previous relationship with Ty. She also introduced Scott and me to the customer. After I introduced myself, I asked the customer to help me understand their individual roles at the facility. Bryan, Torge, and Ty each explained their role and what areas they could use support. Whenever the general manager Bryan spoke, he was very comical and displayed comfort in discussing their business and some non-business content to us. After all three individuals from German Pellets spoke, Scott explained that we would like to do a walk through to examine their lubricants and operations.

We were then led by Ty to examine their lubricant store area. I took pictures of about 14 different products (gear oils, hydraulic oil, greases, and axle oil) from multiple brands that they had in storage mainly in pails and some drums. Upon examining that all of their lubricants were held in a small shipment container, I stopped conducting my formal site assessment using the Lubepro app on my iPad. We then we went back into the customer's office to discuss our observations and next steps. There were numerous product duplications with their gear oil and hydraulic oil, so Scott discussed product consolidation and the possibility of providing them with a small tank and an e-tank monitoring device. The customer also expressed needs for a fuel tank/fuel island because they are getting 5 new trucks and will be added more. Scott mentioned that he could accommodate those needs as well.

At the end of the meeting, Adriana agreed to follow up with the customer with a consolidated product offer, pricing, and equipment solution options. At the conclusion of our meeting as we return to our

cars, Scott, Adriana, and I agreed that the meeting went very well and we decided to have lunch together at Rodair Roadhouse. During lunch, we discussed that the meeting went well and that there was no additional support need from me to transition this account. We acknowledged that although this account was small in volume ~1.5K gals, since it is an extension of the German Pellet Mill opportunity which consumes about 25 drums of grease a month, we felt the visit was worthwhile and I was glad to have the opportunity for Scott to introduce me to Adriana.

During lunch, I had asked Scott to tell me more about how O'Rourke supports industry accounts when they have service needs and he mentioned that he has about 8 different service providers that they use depending on the service needed. I then asked Scott if O'Rourke has ever considered working with RelaDyne Reliability Services especially since Shell has a national agreement with the services division. Scott was visibly perturbed that I raised this question and responded in an offensive manner that he would never work with RRS. He went on to say that RelaDyne stole the business of an O'Rourke account in the past and sometimes he said they would low ball one of O'Rourke's existing Shell accounts by switching it to Chevron and then switch it to Shell. I told Scott that I apologize for offending him in asking him that question and that I was not aware of the history between the two companies.

I also asked Scott if there was Royal Purple barrier fluid being used at the Motiva Plant where O'Rourke provides them predominantly with Shell lubricants. Scott responded defensively and stated that Motiva requested Royal Purple and that other distributors should not tell me about what non-Shell products are in an O'Rourke account. I did not disclose to Scott where I got that information from, but I could tell that he was irritated by me raising the question altogether.

Lastly, we concluded our lunch conversation with when can Adriana and I start working together, and she mentioned that she was on vacation during the week of Feb 17-21st and would not have time to set up visits for the following week. Since this was the case, I offered to get at least two meetings set up at two accounts that I called on independently in the fall that I would like to work with O'Rourke on. I was able to secure a meeting with my contacts at Genesis Marine and Sumiden Wire for Wednesday Feb 26th and sent calendar invitations to Scott, Adriana and the customer in which they all accepted. I also explained to Scott that Xavier would be joining us on those visits that I set up on Feb 26th.

Considering the progress, new account gains, and growing relationship that I have built with Scott and O'Rourke over the past 8 months, I am utterly appalled that the discussions that were exchanged at lunch was escalated to senior managers at O'Rourke and Shell. I'm really baffled by Scott's response considering the momentum that I am building with O'Rourke's rep Robert Hernandez in the DFW area and the promising future to work with Adriana in the Beaumont area. I really wish this was handled a different way, and I hope that my relationship with O'Rourke can be restored.

Industrial Business Development Manager

Shell Lubricants

Cell: 281-781-6096

Email: [[HYPERLINK "mailto:Carl.O.Williams@shell.com"](mailto:Carl.O.Williams@shell.com)]

[[HYPERLINK "https://emea01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.lube-education.com%2Ffp%2Finfocenter%2Foverview.html&data=02%7C01%7CJeremy.Strausbaugh%40shell.com%7C4374ad5345334ef0ee7f08d5ecfd3de2%7Cdb1e96a8a3da442a930b235cac24cd5c%7C0%7C0%7C636675494795140224&sdata=QO496gGuaWlZ4Vc3afcyLN7MnncC%2BBmcEcUdKgWBXE%3D&reserved=0"](https://emea01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.lube-education.com%2Ffp%2Finfocenter%2Foverview.html&data=02%7C01%7CJeremy.Strausbaugh%40shell.com%7C4374ad5345334ef0ee7f08d5ecfd3de2%7Cdb1e96a8a3da442a930b235cac24cd5c%7C0%7C0%7C636675494795140224&sdata=QO496gGuaWlZ4Vc3afcyLN7MnncC%2BBmcEcUdKgWBXE%3D&reserved=0)]

Talking Points for Termination Discussion

Introduction

- We are here today to discuss your unacceptable underperformance.

Termination Message

- Your performance throughout last year was unacceptable and you did not meet your targets. Since end of October of 2019, I have re-clarified the expectations of your role and provided significant coaching. On our weekly coaching sessions, we talked about the areas of your performance and behaviors you need to improve on, actions you need to take, and help I could give to support you.
- Your delivery has not improved, and you have failed to meet the job expectations. In several instances since then, your lack of preparation for customer calls was unacceptable, on January 14th at High Roller Sands and February 11th at German Pellets.
- For 2019 Year End, you received a performance rating of *Unacceptable* because you did not achieve your targets and the actions requested to improve your delivery were not being implemented.
- Your underperformance has a significant impact in our business as we are receiving negative stakeholder feedback from our distributors, which is negatively impacting Shell's reputation.
- Given these reasons, your employment with the Company is being terminated effective immediately.

Pay & Benefits

- You will be paid through today and will collect this pay on your next scheduled paycheck.
- If you have any remaining vacation, it will be paid out 2 to 3 weeks after termination. It is paid out as Year-to-Date accrual + Deferred Vacation – any vacation taken.
- In the chance that there are any monies owed (i.e. overtook vacation), they will be taken from your final pay.
- If there are any questions related to your final pay, you can call HR Operations @ 1-866-514-7135, Option 1.
- Coverage for some benefits will end on the last day of the month employment ends (medical, dental, vision, group life insurance and long-term insurance, etc.) Coverage for other benefits end effective immediately (flexible spending accounts, IPI, LTD, etc.)
- Effective the first of next month, you will be eligible to receive health benefits through COBRA. You will receive a letter in the mail from Fidelity with more information about COBRA benefits. Please make sure you look for this package in the mail as it has information that is date sensitive. You are encouraged to contact Fidelity at 1-800-30-SHELL (307-4355) they will be able to explain all of your benefits regarding Medical, Dental, Pension.

Close Out

- We will need to collect your badge and other belongings you may have with you at this time (badge, laptop, cell phone, corporate card, company car and iPad)
- , please mail them to us.
- Do you have any personal items in the office that you will need to return?
- We will mail this Intellectual Property Form and Preservation notice form Please also sign and send them back.
- Please provide personal address and phone number for follow up?
- Do you have any questions?

Salesforce Case: 02625622

Date/Time Opened: 18/02/2020 18:52

Date/Time Closed: 03/06/2020 01:43

Subject: GC/Underperformance Management/Dismissal

Description:

Hello,

One of my direct reports, Carl Williams, recent hire (about 1 year) has been underperforming (2019 rating was unacceptable) and been under tight coaching for over 3 months now, but performance did not sustainably improve and I now just received a formal complaint from a customer (sales staff).

I need to issue a written warning and am considering dismissal at this stage, and would need your support and guidance.

I'll send the documentation ahead of our call to the HR advisor who will be appointed.

Thanks in advance for your help,

Xavier.

Contacting Customer: (74779) Xavier Puvilland - xavier.puvilland@shell.com



Kristia Encarnacion

To: Internal

28 February 2020 at 18:16 ▾

Hi [@Lauren De Young](#)

Good day! Just want to thought-partner a case with you involving a manager that would like to terminate an employee because of performance and behavior issues. Here's a summary for reference as the manager forwarded a bulk of documentations:

Business: Global Commercial

Contact/Manager: Xavier Puvilland (245680) - Indirect Business Development Lead

Concerned EE: Carl Williams (288287) JG04 - Business Devt. Manager

Issue:

- Manager expressed that EE has behavioral and performance issues and he would like to go to straight dismissal for the employee as soon as possible
- Reason why he would like to dismiss him already is that he's starting to damage relationships with the customers and he doesn't trust him anymore in attending meetings with the distributors by himself

Background:

- EE's a new hire on 01/28/2019, but started reporting to Xavier on 08/01/2019
- Since's EE's demonstrating a poor performance, it reflected in his YE Performance Rating 2019, showing as Unacceptable
 - Poor performance includes:
 - lack of preparation on meetings with the distributors
 - missing deadlines
 - lack of understanding in his role
 - Behavioral issues include:
 - making other individuals feel uncomfortable (*Xavier doesn't have much information on this, but this was raised to him by a distributor via email*)
- Xavier is coaching him every week for 3+ months already since October 2019 up to present
- During their coaching sessions, Carl is acknowledging his misses but always says he doesn't need any further support on his performance and he will try to improve
- Per Xavier, the only improvement he was able to see is that Carl became more active in the field.
- Xavier mentioned that he offered to accompany Carl on meetings but he's always cancelling the meeting
- Also, he can't afford to have other BDMs to accompany Carl in the meetings as they are short on headcount in the team

P-012

- Attached are all the documentations forwarded by Xavier that includes:
 - documentations on coaching sessions
 - Feedback from distributors
 - Proof that Carl is cancelling their meetings last minute
- What made him reach out to HR Advice is the latest incident on Feb 14th meeting with the distributors that involves behavioral issues:
 - acted unprofessionally by laughing out loud as if he's out on a social setting
 - interrupted people
 - embarrassed a new distributor's representative in the meeting
 - Discussed Shell's other customers with another distributor, in front of a distributor that's present in the meeting
 - brought up inappropriate information on discussions with the distributor (e.g. discussing Shell's other distributors)

My Recommendation:

- I initially got back to Xavier and said he may progress him to Verbal Warning with the recent incident on Feb 14th
- But he insisted that he's not accepting that recommendation, neither Written Warning, as he would like to proceed to Dismissal as soon as possible
- He mentioned he doesn't want him to attend more meetings with the distributors and customers as he's just damaging more relationships

I still think that he could progress him in Verbal Warning level but may I please ask for thought-partnering on this case if you agree? And on how to deliver the message to Xavier as he sounded like he's all decided to terminate his employee.

I will be happy to talk through this case via call on your available time, thank you!

 Comment



Kristia Encarnacion

a year ago

Correction: Last incident happened on Feb 11, 2020 and the 3rd party distributor, Scott E Field raised the issue via email on Feb 14th.

Like



Kristia Encarnacion

a year ago

Hi [@Jeremy Haydn Guillermo](#)

As mentioned, tagging you on this case as a heads up in advance just in case that the Manager, Xavier Puvilland will escalate as he's checking again with me via IM Skype because he would like to go straight dismissal for his employee, Carl Williams after coaching him. Lauren and I are going to continue our meeting tomorrow morning on this and I've already updated the manager on the status. Thank you! cc [@Lauren De Young](#)



Kristia Encarnacion

Edited March 3, 2020 at 9:44 PM

Hi [@Jeremy Haydn Guillermo](#) Lauren and I had a quick call today and she's going to meet and talk to Laura Moses (ER Advisor) to chat about this case later today.

In advance, in relation to new ER/Advice Ways of Working cascaded on Feb 15th (see attached email here), do you think we need to flag this to Stephanie Finn now since the Manager is looking more into going through Dismissal for this employee: Carl Williams (288287)? Thank you! cc [@Lauren De Young](#)



[FW CASCADE by 15 Feb ERAdvice WoW Changes](#)

129KB

**Kristia Encarnacion**

10 months ago

Hi @Lauren De Young

I was able to talk to Xavier yesterday and here are the details:

- During his YE and coaching discussions with Carl, he never talked about the possible consequences if he will not improve his performance, such as PIP or progression to dismissal. He focused more on talking about his underperformance and actions that Carl needs to do to improve.
- Meeting with the distributors and distributor's customers takes up almost 100% of Carl's role as BDMs attend meetings minimum 3x a week. If they are not on meetings, they work at home doing admin work such as sending updates and working on preparation for the meetings. If Carl won't be on meetings, there's almost nothing that he will be able to work on.
- On Feb 11th, the distributor's representative, Adriana felt *uncomfortable* in the meeting because of how Carl behaved in front of the distributor's customers (e.g. laughing out loud as if he's in social meetings and interrupting on discussions). She felt ashamed for how Shell's BDM behaved in the meeting with their customers.
- I explained that we recommend placing Carl in Written Warning and give him at least 30 days to improve because:
 - the employee's expectations on the consequences was not properly set given that never did Xavier talked to him about possible PIP or dismissal in the future if there's no improvement in his performance.
 - In terms of due diligence, it would be clear that the Manager formally placed him on PIP that serves as a notice and also an opportunity for him to improve. And if there's still no improvement or another incident happens, then it could progress to termination then.
- Xavier said that he understood the reason behind our recommendation but he still doesn't agree as he believes that this will still lead to termination even if he will give him another 30 days to improve. He mentioned that his line manager and HRM in the business are aware of their concerns on the employee.
- Xavier is asking for an email as a documentation on our recommendation, then he will discuss this with his Manager and HRM. Possibly after their discussion, they will ask for a meeting with us in HR Advice with Haydn in the call if they still believe that the employee needs to be terminated already.

**Kristia Encarnacion**

10 months ago

Hi @Jeremy Haydn Guillermo and @Lauren De Young

Here's the 2019 YE write up for Carl for your reference:

"Carl joined Shell in February and started his onboarding process until he started working with his assigned distributors in June. Carl gained about 125k gallons of new business that was delivered through his distributors during the second half of 2019. The overall volume Carl delivered in 2019 was small, but this was partially due to his short tenure in his role; there is however room for improvement in terms of pipeline management, planning and follow-up on actions. For 2020, Carl understands that he needs to quickly demonstrate improvement in those areas and build more trust with his aligned Janus distributors. He needs to develop and execute his market strategy while keeping his sales pipeline in Salesforce up-to-date. Carl's execution in the aforementioned areas, will demonstrate his progress and will help him achieve his 2020 targets."

Attached here is also a screenshot from SP.

Goals and Performance ...	Goals and Performance Appraisal 2019	
Status	Completed	
Supervisor	Boydston, J. Eric	
Employee	Williams, Carl O	
Validity Period	01/28/2019	to 12/31/2019
Appraisal Date	01/28/2019	
Additional Data		
Body Data		
Number...	Element Name	Fin...
	GPA 2019 onwards	
	Goals	
	Performance Summary	



Kristia Encarnacion

10 months ago

Hi @Lauren De Young

Good day! I had a quick chat with Haydn today with regards to this case and here are the details:

Xavier sent me an email today wanting to have a meeting regarding the next steps in terms of Carl's dismissal. I did set up a meeting with him for tomorrow morning and here are the items I'm planning to discuss with him:

- 1.) We need to secure email approval from Jesus just for reference that the 2nd Line Manager supported the decision. (I'll send approval this together with the Leaving Form to US Ops.)
- 2.) I'll send him the Termination Script (attached here) and ask him to complete the Termination Message in Page 1, and then ask him to send back to me for our review. This will serve as his guide in delivering the termination conversation.
 - Question: In my recollection, there should be an HR to standby on the call during the Term meeting. Can you confirm if this is correct? If so, I can be present in the meeting then. :)
- 3.) I'll be submitting the Leaving Form (Involuntary) in his behalf as I'll need to notify HR Operations to make sure not to send any notifications to the employee while processing this in the system. I'll ask Xavier to fill out the Leaving Form attached here also and send back to me.

Let me know if there's anything else you'd like to add, thank you! :) cc @Jeremy Haydn Guillermo

Like



Kristia Encarnacion

10 months ago

Hi @Lauren De Young Xavier sent me his drafted Term Message for the employee, kindly see attached file here with my notes. Xavier's notes are in red, mine are in blue texts. Appreciate your thoughts as well. :)

Also, he noted on his last email that he prefers to have an HR to come in the term meeting face to face - Monday March 16th, 3pm at the Woodcreek office. He will book a huddle room for the meeting and security to standby.

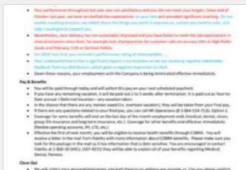
Thank you so much!



Kristia Encarnacion

10 months ago

posted a file.



Like



Kristia Encarnacion

10 months ago

Thanks, @Lauren De Young! Sending him our draft attached in here.



Like

**Kristia Encarnacion**

10 months ago

Hi [@Lauren De Young](#) I'm good with Xavier's final draft keeping it general. Appreciate your final thoughts also, thank you! :)

Like

**Kristia Encarnacion**

10 months ago

Hi [@Lauren De Young](#) [@Jeremy Haydn Guillermo](#) [@Stephanie Finn](#) We're done with the termination meeting with EE: Carl Williams. The leaving form has already been sent to Country Operations via case 02692528

Thank you for the help on this! I'm closing this case now as there's no further action needed on this case.

Like

**Kristia Encarnacion**

To: Internal

18 March 2020 at 17:59

Hi [@Marlo Saenz](#)

Good day! Just want to flag that we have an employee terminated with the following details:

- **Business:** Global Commercial
- **Contact/Manager:** Xavier Puvilland (245680)
- **Employee Terminated:** Carl Williams (288287) JG04 - Business Devt. Manager
- **Terminated on:** March 16, 2020 (Monday)

Question:

May we please check on how the car services will get notified that the employee left Shell and that they need to get his Company Car back? I asked Julia Reyes and mentioned I can tag you to inform but just want to check if there's any other actions that the manager needs to do on his end?

Let me know for questions, thank you!

cc [@Lauren De Young](#)

**Marlo Saenz**

10 months ago

Hi Kristia/All,

The line manager or fleet focal point for the business should notify Element, the fleet administrator.

Thanks,

Marlo

Like

**Kristia Encarnacion**

10 months ago

This is noted, thanks [@Marlo Saenz](#) [@Lauren De Young](#) !

Like

**Kristia Encarnacion**

17 March 2020 at 22:07 ▼

To: Internal

Hi [@Jeremy Haydn Guillermo](#) [@Sarah Skelton](#)

Good day! Just a few items to check in relation to Carl Williams' Termination as we can still see the employee going online on skype from time to time, not really sure if IT has fully revoked his access.

1. Will it be safe to let the manager meet him near HOU-WCK office to get his assets? I'm thinking it's not, as the employee is extremely disappointed with the decision but just want to check in with you also?
2. In other possible terminations during lockdown period, will it be advisable to proceed with virtual termination given that we don't know how fast can IT fully revoke an employee's access to Shell laptop?

Let me know if you have clarifications, thank you!

Comment

**Sarah Skelton**

10 months ago

Hi [@Kristia Encarnacion](#) - checking in here to make sure this was resolved. I remember [@Lauren De Young](#) and I discussing this case and I thought she said that the employee has now signed off and equipment has been locked out-- is that the case? I know we are still working more specific guidelines on how to manage returning assets but in the interim, I see no concern in having the employee mail their assets into the WCK mailroom per the instructions I sent to the Ops LT (Lauren was CCed on my email too). Let me know if you have any questions there.

[@Angela Nguyen](#) -- no action but FYI -- that I gave instructions on this case earlier this week prior to our chat. It is a 'for cause' termination so I've instructed they mail in belongings in the interim as employee no longer has access to campus and LM had safety concerns.

[@Jeremy Haydn Guillermo](#)

Like

**Megan Gaines**

31 March 2020 at 16:26 ▼

To: Internal

[@Jessica Barton](#) Tagging you in the case with the details regarding the underperformance.

Comment

**Kristia Encarnacion**

08 May 2020 at 00:57 ▼

To: Internal

Case **02725127**

Carl connected with US Ops to check why it seems like he did not receive the complete amount in his final pay Saying that he's been promised by LM that he will be paid for the whole March even if he's termed on May 16 US Ops Advisor informed EE that he's not getting paid for the days he's not anymore working Logging here for reference

Comment

Message

From: Finn, Stephanie SSSCMLA-HRR/VA [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=320AA78B686A46BE991DACDCB0FC1768-USSF15]
Sent: 4/5/2020 8:50:24 AM
To: Encarnacion, Kristia P SSSCMLA-HRR/VAU [kristia.encarnacion@shell.com]
CC: Guillermo, Jeramy Haydn A SSSCMLA-HRR/VAU [j.guillermo@shell.com]
Subject: RE: Request 02625622 - GC/Underperformance Management/Dismissal [ref:_00D0Y1Jqy0._5001v1GmEbE:ref]

Thanks for the update Kristia, and you handled it well. Good job!

Stephanie A. Finn

Country HR Operations Manager, United States
 Shell Business Operations – Manila

Solaris One Building, 24-259
 130 Dela Rosa St, Legazpi Village
 Makati City, Philippines 1229
Tel: + +63 2 483 7308
Mobile: +1 281 513 8271
Email: s.finn@shell.com

Disclaimer: This e-mail may include data and attachments containing confidential personal data, which should only be processed and used for the purpose of this communication. Whilst in your possession, it should be stored securely, not shared with unauthorized persons and deleted after its legitimate use.

From: HR Services <hr-services@shell.com>
Sent: Tuesday, March 10, 2020 3:21 PM
To: Finn, Stephanie SSSCMLA-HRR/VA <S.Finn@shell.com>
Cc: Guillermo, Jeramy Haydn A SSSCMLA-HRR/VAU <J.Guillermo@shell.com>; Encarnacion, Kristia P SSSCMLA-HRR/VAU <Kristia.Encarnacion@shell.com>
Subject: FW: RE: Request 02625622 - GC/Underperformance Management/Dismissal [ref:_00D0Y1Jqy0._5001v1GmEbE:ref]

Hi Stephanie,

Good day!

Just want to give an update that the LM is good with our recommendation supporting the dismissal of EE: Carl Williams. I had a meeting with him earlier today and guided him through the next steps such as preparing the Termination Script, and in on how EE's term will be triggered in the system.

Also, in our conversation, we also talked about some key learnings he had on his end such as:

1. To reach out to HR Advice right away when he feels like he needs help on how to manage an employee's performance/behavior
2. To be clear on the message that he wants to tell the employee, like when flagging issues on one's performance/behavior.

Thanks again for your help support on this! Let me know if you have questions. 😊

Regards,

Kristia Encarnacion
 HR Advisor | US Operations – DS Commercial/Global Functions

----- Forwarded Message -----

P-018

From: HR Services [hr-services@shell.com]

Sent: 10/03/2020 21:01

To: xavier.puvilland@shell.com

Subject: RE: Request 02625622 - GC/Underperformance Management/Dismissal [ref:_00D0Y1Jqy0._5001v1GmEbE:ref]

Hi Xavier,

Thanks for your time in the call earlier.

As discussed, here are the actions needed to do in advance:

1. Kindly reserve a huddle room for privacy
2. Have a security to standby near the huddle room
3. Let us know your preferred set up having HR in the meeting or standby with security
4. Kindly send back to me your drafted Termination Message for our review. (See attached Term Script)

On the meeting day on March 16:

1. Follow the Term Script in delivering the message to the employee
 2. Get his badge and any other Shell assets that's with him (e.g. laptop, cellphone, etc.)
 3. Let him sign the following (attached also):
- Confirmation of Intellectual Property Obligation
 - Confirmation of Receipt of Preservation Notice

After the meeting:

1. Complete and send the attached Leaving Form to Kristia. I will request this on your behalf to make sure that everything is set up correctly in the system.

Let me know if you have questions, thanks!

Kind regards,
Kristia

----- Original Message -----

From: Jeramy Haydn Guillermo [j.guillermo@shell.com]

Sent: 06/03/2020 16:16

To: xavier.puvilland@shell.com; j.guerreroherrera@shell.com

Cc: lauren.deyoung@shell.com; miki.wilson@shell.com; kristia.encarnacion@shell.com

Subject: RE: Request 02625622 - GC/Underperformance Management/Dismissal [ref:_00D0Y1Jqy0._5001v1GmEbE:ref]

Hi Xavier and Jesus,

Thank you for our call yesterday. After further deliberation, with Kristia and Lauren, I shared the summary of the case with my manager. We are supportive of progressing towards the termination of employment for Carl.

In an ideal setting, we would recommend 60-90 days written warning not just to follow an HR process of documentation and formal notice, but also to give him enough time to deliver and improve. Given the impacts of his negative behaviors and underperformance to your business, our initial recommendation of a 30-day PIP would not make sense as it will not give him enough time to deliver and improve.

We cannot fully eliminate risk, either terminating him now, or in 30 days. However, we acknowledge that proper and documented coaching was provided to Carl. Other factors that we've considered that lower the risk if we proceed with termination:

-Carl is a short-term employee, there is no history of performance outcomes of strong performance
-while the tone of the performance review is positive, it is clear that he received an UNACCEPTABLE rating.
Risk would be higher if he received a Lower or Strong

I'm currently on my rest day but if you have further questions, we can have a follow-up call early next week. Kristia will also work with you on the next steps by next week, for your conversation with Carl on March 16.

Regards,

Haydn

----- Original Message -----

From: HR Services [hr-services@shell.com]

Sent: 05/03/2020 20:10

To: xavier.puvilland@shell.com

Subject: Request 02625622 - GC/Underperformance Management/Dismissal [ref:_00D0Y1Jqy0._5001v1GmEbE:ref]

Hi Xavier,

Thanks for your time in the call yesterday.

As mentioned in our meeting, after discussing this case within our team, we recommend placing Carl Williams on PIP - Written Warning level and give him at least 30-days to improve. We do not recommend going straight dismissal at this point for him with the following reasons:

- On your YE and 1 on 1 discussions with him talking about his underperformance, his expectations were never set that he could possibly be placed on PIP and then termination if he will not improve his performance or behavior.
- In terms of due diligence, it would be clear if you will formally place him on PIP that would serve as a notice and an opportunity for him to improve. And if there's still no improvement or another incident happens, then it could progress.
- As we read your YE write up for Carl, it sounded like his rating was not Unacceptable. We are wondering on what kind of message is being sent to the employee the conversations with him.

I have forwarded the calendar invite to my line and also to my colleague that I'm partnering with this case. Thank you!

Kind regards,

Kristia

P-020

Message

From: Guerrero Herrera, Jesus E SLUBE-DIU [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=32BCD7AD21CE4426A485EA1E9D2CF30F-USJGV5]
Sent: 3/5/2020 7:34:58 AM
To: Puvilland, Xavier SLUBE-DIU [xavier.puvilland@shell.com]; Wilson, Miki R SLUBE-HRD/A [miki.wilson@shell.com]
Subject: RE: CONF: Carl Williams
Sensitivity: Personal

Thanks for the update Xavier, may you please set up a call with the HR person , his/her manager, Miki and myself as soon as possible, ideally today, have in mind that I will be out next week and driving tomorrow for a long period of time. Best.

From: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Sent: Thursday, March 5, 2020 12:03 AM
To: Guerrero Herrera, Jesus E SLUBE-DIU <J.GuerreroHerrera@shell.com>; Wilson, Miki R SLUBE-HRD/A <Miki.Wilson@shell.com>
Subject: CONF: Carl Williams
Importance: High
Sensitivity: Personal

Jesus, Miki,

Following our previous discussions on this topic, I had another call with HR Services today. I'm trying to make a long story short here, and will provide more details if you need them, but their original recommendation was a verbal warning which I challenged for many reasons. After reviewing again the documentation provided and a week of internal debates, I had another call today with them and their recommendation would now be a written warning, giving him 30 days to improve performance before we move to disciplinary actions. I'm unclear about what those would be and I'm waiting for the written confirmation and details, which I requested today but did not get yet.

The basis for their recommendation is that I did not formally state in the different discussions with the employee that if he failed to improve this would lead to disciplinary actions, up to dismissal, even though they fully acknowledge the amount of coaching already provided and the various incidents, all of this having been heavily documented. According to them this extra step would reduce the risk of litigation/arbitration, and another incident would make our case stronger.

I'm not supportive of this for several reasons, which I'll be happy to explain more in details during a short call if required, but in summary the litigation risk is real and the more we wait the biggest our exposure grows:

- given the amount of coaching and efforts already provided, I don't foresee any improvement or why we would get to a different outcome by repeating what has been done for over three months already
- we are basically consciously opening the ground for more incidents and potential harm to the business
- I had a call last night with Carl and he started bouncing the idea that the reaction of the O'Rourke sales manager (Scott Field) might be due to racial biases, even though after a pretty lengthy discussion he recognized he had no proof or any indication of that from the previous interactions with him (since last summer)

I informed HR Services (Krista Encarnacion who's dealing with this case) that I was not supportive of this recommendation as I believe that in this specific case, following it would just increase our exposure and the risk of litigation while the employee is on our payroll. I requested their recommendation in written so that I could escalate it to you both and agree the best way forward, before potentially organizing a call between us, Kristia and her line manager. She was OK with this approach.

Happy to get any guidance. My schedule is a bit of challenge at the moment but I'll do my best to make myself available for a call if needed. I'll also forward their written recommendation as soon as I get it.

Thanks in advance for your help,

P-021

Xavier PUVILLAND

Indirect Business Development Lead - US

Tel: +1 832 762 2452

Mob: +1 281 716 0792

Email: xavier.puvilland@shell.com

Internet: <http://www.shell.com>

Message

From: Encarnacion, Kristia P SSSCMLA-HRR/VAU [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=A09FB659A2A24AB1AA6C5CE2B1430B45-PHKEN6]
Sent: 3/4/2020 2:26:08 PM
To: Puvilland, Xavier SLUBE-DIU [xavier.puvilland@shell.com]
Subject: RE: Case 02625622 - Managing Underperformance - Carl Williams

Hi Xavier,

I got an update already. I'll send you a calendar invite but also feel free to let me know your most available time. If you are online and are free to talk, feel free to ping me also.

Thank you!

Regards,

Kristia Encarnacion

HR Advisor | US Operations – DS Commercial/Global Functions

From: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Sent: Wednesday, March 4, 2020 10:30 AM
To: Encarnacion, Kristia P SSSCMLA-HRR/VAU <Kristia.Encarnacion@shell.com>
Subject: RE: Case 02625622 - Managing Underperformance - Carl Williams

Hi Kristia,

Thanks. What is the timeline you're looking at please?

Best regards,

Xavier.

From: Encarnacion, Kristia P SSSCMLA-HRR/VAU <Kristia.Encarnacion@shell.com>
Sent: Wednesday, March 4, 2020 7:28 AM
To: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Subject: RE: Case 02625622 - Managing Underperformance - Carl Williams

Hi Xavier,

Thanks for dropping an email. Yes, will get back to you as soon as possible as we're just getting a couple of touchpoints regarding this case within HR. I'll send another email for an update.

Thank you!

Regards,

Kristia Encarnacion

HR Advisor | US Operations – DS Commercial/Global Functions

From: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Sent: Tuesday, March 3, 2020 9:16 PM
To: Encarnacion, Kristia P SSSCMLA-HRR/VAU <Kristia.Encarnacion@shell.com>

P-023

Subject: Case 02625622 - Managing Underperformance - Carl Williams

Importance: High

Kristia,

I was hoping to hear back from you today as discussed, I understand you have procedures to follow but unfortunately I can't wait for weeks for support.

I had another weekly coaching session with Carl Williams today (see below), showing no improvement and more gaps in execution.

This situation is putting the business at great risk and our exposure keeps growing, this is not acceptable from my perspective and I'm carrying this responsibility at the moment. Therefore I'll be escalating this matter to my GM and our HRAM tomorrow if I can't get a clear path to a quick dismissal as requested to mitigate this exposure we're having now.

I have a very heavy travel schedule for the next days/weeks but will do my best to be available for a follow-up call.

Thanks in advance for your very quick help,

Xavier.

From: Puvilland, Xavier SLUBE-DIU

Sent: Tuesday, March 3, 2020 8:27 PM

To: Williams, Carl O SLUBE-DIU <Carl.O.Williams@shell.com>

Subject: WILO 3/3/20

Carl,

Following our discussion this morning, some of my notes below:

- Out of the two visits cancellations last week, Genesis Marine is to be rescheduled as he was out of town. Other one is stopped for now.
- Salesforce is now fully up to date.
- For the three wins reported for February separately, there was no direct involvement. Volumes and margins haven't been checked (and should have been before reporting). Won't be accrued for until this is fully confirmed.
- This week riding in Dallas with RD reps – received good POPsAs ahead.
- Following on vacation.
- Agreed to have longer session on March 16th F2F in WCK (2 hours, already in calendars)

Thanks,

Xavier.

Message

From: Puvilland, Xavier SLUBE-DIU [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C7F7A3AE9FB04F988567BDA20664E08D-FRXP0]
Sent: 1/28/2020 6:05:01 PM
To: Williams, Carl O SLUBE-DIU [carl.o.williams@shell.com]
Subject: RE: EYR Comments

Carl,

I had a look and made some additional tweaks based on your input, please see below (kind of a mix of both really).

Carl joined Shell in February and started his onboarding process until he started working with his assigned distributors in June. Carl gained about 125k gallons of new business that was delivered through his distributors during the second half of 2019. The overall volume Carl delivered in 2019 was small, but this was partially due to his short tenure in his role; there is however room for improvement in terms of pipeline management, planning and follow-up on actions. For 2020, Carl understands that he needs to quickly demonstrate improvement in those areas and build more trust with his aligned Janus distributors. He needs to develop and execute his market strategy while keeping his sales pipeline in Salesforce up-to-date. Carl's execution in the aforementioned areas, will demonstrate his progress and will help him achieve his 2020 targets.

I'll load into HR online at the same time I close your 2019 GPA.

Thanks,

Xavier.

From: Williams, Carl O SLUBE-DIU <Carl.O.Williams@shell.com>
Sent: Saturday, January 25, 2020 2:15 PM
To: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>
Subject: RE: EYR Comments

Xavier, I made a few tweaks to your comments and pasted it below. May I load the following in HR online so that we can close my 2019 GPA?

Carl joined Shell in February and started his onboarding process until he started working with his assigned distributors in June. Carl gained about 125k gallons of new business that was delivered through his distributors during the second half of 2019. The overall volume Carl delivered in 2019 was small, but this was due to his short tenure in his role. For 2020, Carl understands that he needs to continue to demonstrate improvement in the following areas: pipeline management, IVMS performance, and building more trust with his aligned Janus distributors. He needs to develop and execute his market strategy while keeping his sales pipeline in Salesforce up-to-date. Carl's execution in the aforementioned areas, will demonstrate his progress and will help him achieve his 2020 targets.

All the Best,

Carl O. Williams, Jr.
 Industrial Business Development Manager
 Shell Lubricants
 Cell: 281-781-6096
 Email: Carl.O.Williams@shell.com
[Why choose Shell? Learn more](#)



From: Puvilland, Xavier SLUBE-DIU <Xavier.Puvilland@shell.com>

Sent: Thursday, January 23, 2020 2:53 PM

To: Williams, Carl O SLUBE-DIU <Carl.O.Williams@shell.com>

Subject: EYR Comments

Carl,

Following our discussion, please find below my write up for your 2019 performance. Let me know if you have any further comments, if not please load it in HR online (if you just copy/paste, you need to use the keyboard shortcut CTRL+V when doing so in the new version of the system...) so that we can close your 2019 GPA.

Carl joined Shell in February and started working with his assigned distributors in June. Those first few months did not yield strong results yet, with about 125k gallons of new businesses delivered through his distributors during this period. This is partially explained by fairly long cycle times in the industrial space Carl is looking after, but there is a significant room for improvement in terms of pipeline management, planning and follow-up on actions. His HSSE performance (IVMS reporting) has improved at the end of the year and this improvement trend has to be sustained going forward. Carl should be able to improve his delivery next year by also building more trust with his assigned distributors, to get more involvement and traction from their sales reps (Midtex in particular). He needs to build a robust pipeline with his distributors and be more focused in its execution to achieve a step change in 2020.

Thanks,

Xavier.

Message

From: Williams, Carl O SLUBE-DIU [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3D5E686A8B3B4534820982041B9D5431-USCWM5]
Sent: 2/19/2020 11:20:56 PM
To: Puvilland, Xavier SLUBE-DIU [xavier.puvilland@shell.com]
Subject: FYI // O'Rourke Contingency Plan
Attachments: O'Rourke Contingency Analysis_2_19_2020.pptx
Importance: High

Hello Xavier,

Please review the attached presentation which contains my comments on my analysis and experiences working with all of the O'Rourke Industry reps, the distribution volume/c3 contributions with and without O'Rourke, and my current activities with them.

All in all, it seems like that sale manager Scott Fields had a knee jerk reaction to some of the questions I raise during our lunch meeting. On our pipeline call on Monday, he commended me for the good work I'm doing and look forward to my continued support. On the next day, Tuesday, he was upset about two questions that I asked during our lunch and obviously complained to his boss who complained to John. On Wednesday, he accepted my calendar invitation for the meetings that I set up for us during the week of February 25th.

I'm not sure really what his intentions were when he complained to his boss. It's disappointing that he did not speak to me directly about it and let along Jarret. We are really in a situation where we both need to restore our relationship and work together for our mutual success.

Regarding the meetings that I set up during the week of February, I plan to continue those meetings without O'Rourke. I can re-engage O'Rourke if necessary later or another distributor depending on you and John's decision on my future support and interaction with O'Rourke.

I look forward to our discussion Friday.

Let me know if I missed or need to add anything in the deck attached.

All the Best,

Carl O. Williams, Jr.
 Industrial Business Development Manager
 Shell Lubricants
 Cell: 281-781-6096
 Email: Carl.O.Williams@shell.com
[Why choose Shell? Learn more](#)



Carl has achieved the following results after 9 months of working with Shell starting in February and 5 months of working with his distributors starting in June of 2019. The business performance data below were delivered from Jan to Sept 2019.

Business Delivery Goal No. 1

Total Volume Target = 1.688 MM Gallons.

Currently at 93% of plan at 1.381MM gallons.

Closed on 7 new accounts delivering 86K gallons within four months by collaborating effectively with distributors and taking the initiative to lead sales calls. Currently have 280K gals of business in the negotiating stage of the sales pipeline.

Business Delivery Goal No. 2

Total Premium C3 Target = \$.811MM

Currently at 256% of plan at \$1.563MM. This was achieved by taking personal ownership in identifying and prioritizing new opportunities with distributors.

Business Delivery Goal No. 3

Total C3 Delivery Target = \$7.259MM

Currently at 103% of plan at \$5.986MM. Exhibited exceptional performance strength by contributing through others and helping DSRs improve their competencies through training and leading by example.

Business Delivery Goal No. 4

Create and maintain a robust sales pipeline

After starting from scratch with no previous sales pipeline in place from his predecessor, Carl has worked arduously and have taken personal ownership to identify prospects for all 3 of his distributors. His diligence and performance driven focus positions him to continue to generate new business and demonstrate value to his distributors.

Business Delivery Goal No. 5

Sales executions through site assessments

Carl has conducted 7 site assessment thus far with a goal to complete 10 by YE. His willingness to grow and collaborate effectively with his distributor sales reps continue to demonstrate his capabilities and the value Shell can delivered to customers.

Foundation Goal No. 1

HSSE - Goal Zero

0 MVI, 0 LTIs, 0 TRCs

Carl embraces executing safely as demonstrated by always ensuring that he and his DSRs and TAs have proper PPE while on sales calls. He also showed continuous improvement driving safely in many areas captured on the weekly in-vehicle monitoring system.

Foundation Goal No. 2

Continuous Learning

Completed all industry trainings in the Distributor Academy and Lube Coach Academy. Carl took the MLT1 certification test and is awaiting results.

Foundation Goal No. 3

Distributor Engagement

Conducted monthly distributor call with ICAMs.

Performed industry product training, promoted the use of POPSAs, discovery sheets and site assessments

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CARL O. WILLIAMS,)
)
Plaintiff,)
)
VS.) NO. 4:20-cv-04295
)
SHELL OIL COMPANY,)
)
Defendant.)
)
)
)

ZOOM AND VIDEOTAPED DEPOSITION OF
CARL O. WILLIAMS, JR.
FRIDAY, OCTOBER 29, 2021
VOLUME 1

ZOOM AND VIDEOTAPED DEPOSITION OF
CARL O. WILLIAMS, JR., produced as a witness at the
instance of the DEFENDANT, and duly sworn, was taken
in the above-styled and numbered cause on Friday,
October 29, 2021, from 10:25 a.m. to 4:33 p.m., via Zoom
before Wendy S. Schreiber, CSR No. 9383, in and for the
State of Texas, reported by machine shorthand, at the
address of 5201 Memorial Drive, Apartment 310, Houston,
Texas, 77007, pursuant to the Federal Rules of Civil
Procedure and the provisions stated on the record or
attached hereto. Job No. 760688

APPEARANCES

FOR THE PLAINTIFF:

EDDIE HODGES, JR., ESQ. (Appearing Remotely)
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FOR THE DEFENDANT:

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1001 Fannin, Suite 1800
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KJames@liskow.com

Video Operator - Nate Laningham (Appearing Remotely)
Also present: Stephanie Jackson (Appearing Remotely)

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10 EXHIBITS

11 NO. DESCRIPTION PAGE

12 Exhibit 1 Resume 55

13 Exhibit 2 Charge of Discrimination 84

14 Exhibit 3 Plaintiff's Responses to Defendant's 87

15 First Set of Interrogatories and

16 Requests for Production of Documents

17 to Plaintiff

18

19

20 REQUESTED DOCUMENTS/INFORMATION

21

22 NONE

23

24 CERTIFIED QUESTIONS

25

NONE

26

27

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29

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31

1 VIDEO OPERATOR: We are now on the
2 record. This begins media file No. 1 in the deposition
3 of Carl Williams in the matter of Carl Williams versus
4 Shell Oil Company in the United States District Court,
5 Southern District of Texas, Houston Division, Civil
6 Action No. 4:20-cv-04295.

7 Today is Friday, October 29th, 2021, and
8 the time is 10:33 a.m. This deposition is being taken
9 remotely at the request of Liskow & Lewis. The
10 videographer is Nate Laningham of Magna Legal Services
11 and the court reporter is Wendy Schreiber.

12 Will counsel and all parties present
13 please state their appearances and whom they represent.

14 MR. HODGES: Eddie Hodges, Jr., on behalf
15 of Mr. Carl Williams, plaintiff.

16 MS. JAMES: Kindall James on behalf of
17 defendants, Shell and Equilon.

18 THE REPORTER: And how about Ms. Jackson?

19 MS. JACKSON: Yes, I'm in-house counsel for
20 Shell.

21 THE REPORTER: Sir, can I get you to raise
22 your right hand for me, please? Mr. Williams?

23 Do you solemnly swear or affirm that you
24 are CARL O. WILLIAMS, JR. and that the testimony you are
25 about to give shall be the truth, the whole truth and

1 nothing but the truth, so help you God?

2 THE WITNESS: I do.

3

4 CARL O. WILLIAMS, JR.,

5 having been first duly sworn, testified as follows:

6

7 THE REPORTER: Thank you. My name is
8 Wendy Schreiber, Texas CSR No. 9383. I am reporting the
9 deposition remotely by stenographic means from Burleson,
10 Texas. The witness is located in 5201 Memorial Drive,
11 Apartment 310, in Houston, Texas.

12 You may begin.

13

14 EXAMINATION

15 Q. (BY MS. JAMES) Mr. Williams, good morning. As
16 I mentioned earlier, my name is Kindall James. I'm the
17 attorney for the defendants in the lawsuit that you
18 filed in connection with the termination of your
19 employment.

20 If you would, would you please state your
21 name for the record?

22 A. Yes, Carl Orlando Williams, Jr.

23 Q. What is your address, Mr. Williams?

24 A. 5201 Memorial Drive, apartment 310, Houston,
25 Texas, 77007.

1 Q. I'm trying to turn my volume up so I can hear
2 you a little bit better.

3 Are you currently employed?

4 A. Yes.

5 Q. Who is your employer?

6 A. Nouryon Pulp and Performance Chemicals.

7 Q. What do you do for that company?

8 A. I am an account manager.

9 Q. How long have you been an account manager for
10 Nouryon you said?

11 A. Yes, Nouryon, that's correct. I started
12 January 18th, Martin Luther King's birthday.

13 Q. Okay. Have you ever given a deposition before?

14 A. No, ma'am, this is my first time.

15 Q. So I'll just -- I'm sure that Mr. Hodges talked
16 to you a little bit about the way this process works but
17 I'll just cover a few ground rules just to make sure
18 that we're both on the same page.

19 So that you understand, you met the court
20 reporter. Your testimony is going to be transcribed by
21 the court reporter which means she'll make a transcript
22 of every question that I ask and then all of the
23 responses that you give. Since she is making a
24 transcript of my questions and your answers, it's
25 important that we allow each other to finish speaking

1 before the other one starts to speak. So if you would
2 just allow me to completely finish asking my question
3 before you give your response, I would appreciate it and
4 so would the court reporter and I will try to do the
5 same thing. I will try to let you finish answering the
6 question and finish speaking before I ask my next
7 question. It's a little bit different from normal
8 conversations because usually in normal conversations we
9 kind of anticipate where the other person is going and
10 we want to jump in to speed things along but because
11 this is -- this conversation is being transcribed, it's
12 important that we be a little bit more formal and let
13 each other finish speaking before we begin speaking.

14 Now, you do understand that even though
15 we're on Zoom and we're at home you're under oath today.
16 Do you understand that?

17 A. Yes, ma'am.

18 Q. Okay. So it's just like you're testifying in a
19 courtroom in front of a judge. You've raised your right
20 hand and sworn to tell the truth and give honest and
21 complete answers to my questions.

22 And you understand that the transcript of
23 your testimony that the court reporter creates today may
24 be used at a trial or as an exhibit in a court pleading?
25 Do you understand that?

1 A. Yes, I do.

2 Q. Okay. Now, if you do not understand a
3 question, please be sure to ask me to -- or let me know
4 that you don't understand it so that I can rephrase it
5 or state it in a different way to make sure that you
6 understand it and know what you are answering. Would
7 you do that?

8 A. Yes, I will.

9 Q. Okay. Are you on any medication today?

10 A. I -- I take a daily medication.

11 Q. Okay. What kind of medication?

12 A. I take, what is it, about 10 milligrams of
13 Lexapro.

14 Q. Okay. Anything else?

15 A. Yes. I take 100 milligrams of Lamotrigine.

16 Q. And did you take those medications this
17 morning?

18 A. Yes.

19 Q. Any other medications that you're on this
20 morning?

21 A. No, not at all.

22 Q. Okay. And you just took the regular prescribed
23 dose of those medications?

24 A. Yes.

25 Q. Okay. I just have to make sure that, you know,

1 there's -- you're not on any kind of medication that
2 might affect your ability to answer my questions
3 truthfully.

4 A. Okay.

5 Q. So are you?

6 A. I'm sorry?

7 Q. Are you on any kind of medications that might
8 impact your ability to understand my questions and
9 answer them honestly and completely?

10 A. No, not at all.

11 Q. Okay. Is there any other reason that you can
12 think of that would prevent you from understanding my
13 questions and answering them honestly and completely?

14 A. Not at all.

15 Q. Okay. And you said you've never given a
16 deposition before?

17 A. That's correct.

18 Q. Okay. Have you ever been involved in any other
19 lawsuits?

20 A. No.

21 Q. No other lawsuits?

22 A. No, not -- not where I could give a deposition
23 or anything.

24 Q. What about one where you did not have to give a
25 deposition?

1 A. I mean, I had a divorce but other than that, I
2 have a separate pending case with a car accident but
3 that's -- that's it. There's been no actual taken.

4 Q. The separate case pending related to a car
5 accident, is that a case that you filed where you got
6 injured as a result of a vehicle accident?

7 A. Yeah, it was dual.

8 Q. I'm sorry?

9 A. It was dual. On both ends.

10 Q. Okay. So both parties to the accident filed
11 suit?

12 A. For that one the driver filed and then I filed
13 in response to my insurance.

14 Q. I'm sorry?

15 A. The driver had filed first and in response I
16 filed with my insurance.

17 Q. Okay.

18 A. Can you hear me okay?

19 Q. Yeah, I can. I guess I'm a little bit confused
20 about your response. So you said you have a separate
21 pending case that's filed. Were you the passenger in
22 the car when there was an accident?

23 A. No, I was a driver.

24 Q. Okay. Because I thought you said the driver
25 filed first and then I filed my claim?

1 A. Of the opposing vehicle that was involved in
2 the accident, yes.

3 Q. Okay. And do you have -- have you filed a
4 claim in -- in that lawsuit or are you just the
5 defendant defending against the claim?

6 A. I filed a claim as well through my insurance.

7 Q. Okay. Is that the only other litigation other
8 than your divorce and the accident related to -- I'm
9 sorry, the action related to the car accident? Are you
10 involved in any other legal proceeding?

11 A. Last year I had a case with the -- shortly
12 after I had been terminated from Shell would be
13 Montgomery County. I was charged for resisting arrest
14 and that was in relationship to the car accident.

15 Q. Okay. Is that relates -- so that's related to
16 the civil lawsuit that's currently pending for the
17 vehicular accident you were involved in?

18 A. Yes.

19 Q. When was that accident?

20 A. It was -- what was it? -- May -- I think May
21 16th of 2020.

22 Q. May 16th or May 17th of 2020 was the date of
23 the accident?

24 A. That's correct.

25 Q. Okay. And then you said in connection with the

1 accident you were -- there was a criminal action against
2 you for resisting arrest?

3 A. Yes.

4 Q. What happened -- what happened there?

5 A. It was -- it was an extremely-scary event, one
6 of the scariest events of my life. I mean, I've never
7 been involved in any infraction with law enforcement
8 before. I was shaken by the incident itself. I mean,
9 as I was driving, it was dark, it was raining. I was on
10 I-45 heading south near The Woodlands, you know, not too
11 far from Conroe and as I was driving in my lane, a FedEx
12 truck kind of right beside me, you know, sideswiped my
13 vehicle. So we both pulled over and, you know, we
14 called the police. Kind of do the incident response.
15 It was like in Montgomery County. An officer that
16 appeared on the scene and, you know, he asked the driver
17 and I to go back to our vehicles and get our license and
18 registration. It was on the side of the highway. I
19 couldn't quite hear him like the first time he said it
20 and then the second time, you know, after he said it
21 again I understood what he said so when I started
22 walking towards my vehicle he asked me to -- when I took
23 about ten feet or so he asked me to come back and I said
24 okay and then he told me to turn around and I -- it got
25 very scarey from there. Before I knew it he had cuffed

1 me. I was thrown on the ground and it was just a very
2 traumatic experience.

3 Q. I'm sorry that happened to you. It sounds
4 like -- you know, I'm looking at you when you said that
5 resisting arrest, it was like, you know, it shocks me.
6 I'm sorry that happened to you. It sounds like it -- go
7 ahead.

8 A. I'm sorry, that was the charge that it was
9 reduced to. They wanted to charge me assaulting a
10 public servant.

11 Q. Okay.

12 A. And I had a lawyer and so forth and we -- we
13 had it reduced because it was Montgomery County, they do
14 things different up there, so we were just able to get
15 it reduced to arrest -- resisting arrest.

16 Q. Okay. Okay. Any other legal proceedings other
17 than the legal proceedings that you just mentioned
18 related to your divorce, the car accident and the crazy
19 situation that you just told me about?

20 A. I'm sorry, it's been tough with all these legal
21 proceedings but -- but, no. No, ma'am. I mean, 2020
22 was a rough year for me. To get terminated from my job,
23 the car accident, and the police, oh, my god, the
24 pandemic, I couldn't get a job.

25 Q. Yeah, I understand. You know, 2020 -- I mean,

1 I think maybe you've got one on me but 2020 was hard for
2 me, too.

3 So what did you do, Mr. Williams, to get
4 ready for your deposition today?

5 A. So, you know, I looked at the -- you know, the
6 evidence and things that I provided that -- that
7 supports my case and - and my racial discrimination and
8 wrongful termination so -- so I just reviewed all the
9 facts and things that I reported to my attorneys, you
10 know, to call the witnesses, my references and, you
11 know, there was just this 1,400-page document that was
12 submitted, you know, from Shell and you guys on -- it
13 contained e-mails and some other things I guess from
14 your side justifying why you guys thought I should have
15 been terminated.

16 Q. Okay. I have a couple follow-up questions and
17 I'm going to come back to the 1,400-page document that
18 you just mentioned. I'm not sure I know exactly what
19 that is but we'll get into that. But I think I heard
20 you say that you've reviewed -- to get ready for your
21 deposition you reviewed some of the evidence that
22 supports your claim and -- and I'd like to know
23 specifically what documents you actually reviewed. I
24 think you mentioned a chronology of events or something
25 of that nature and then just generally evidence that

1 supports your claim. Can you give me more details about
2 those documents that you reviewed that you believe
3 supports your claim?

4 A. Yes. I -- I had submitted to my attorneys a
5 spreadsheet that I put together chronologing what was my
6 experience at Shell, you know, from my start date to the
7 first questionable incident to my day of, you know,
8 wrongful termination so that was a document that I
9 reviewed and then I reviewed like -- I made some notes
10 on, you know, witnesses, those that could advocate on
11 behalf of my performance, on the caliber of my work, my
12 experience as an employee, those who knew me at Shell
13 and those who also had transitioned to Shell with
14 ExxonMobil so people who have long tenure because I had
15 only been with Shell since January -- January 28th of
16 2020 up until termination date was May 16th so that's
17 about 14 months.

18 Q. Okay. All right. Any other -- so anything
19 else that you reviewed other than a chronology? And I
20 know that you said before a 1,400-page document earlier
21 and, again, I'll -- I'm going to ask you about that but
22 other than the chronology and the notes on witnesses
23 that you mentioned, did you review anything else as far
24 as documents that you believe support your claim?

25 A. Other than reviewing our demand letter that was

1 it.

2 Q. When you say "demand letter," are you talking
3 about the -- the lawsuit itself or something else?

4 A. Yes, the lawsuit itself.

5 Q. Okay. The petition, jury demand and request
6 for disclosure that was filed with the Court?

7 A. Yes. There was that -- I hope I'm not confused
8 but there was (audio distortion) and then there was also
9 a demand letter.

10 Q. Okay, a demand letter addressed to Shell?

11 A. Yes.

12 Q. Okay. That your attorney wrote?

13 A. Correct.

14 Q. Okay. And then you said the petition as well?
15 The lawsuit that was filed?

16 A. Yes, that's correct.

17 Q. And you kind of broke up when you were
18 explaining this last set of documents related to the
19 demand letter. Is there anything in this last category
20 of documents, you know, other than the demand letter and
21 the lawsuit filed?

22 A. You said is there any what?

23 Q. Did you mention that there were -- there were
24 any other documents that you reviewed -- let me just
25 take this for what we talked about so far with respect

1 to documents that you believe support your claim that
2 you reviewed to get ready for the deposition today. I
3 think -- so far you've mentioned the chronology of
4 events, the notes on the witnesses, a demand letter that
5 your attorney wrote to Shell and the lawsuit that was
6 filed.

7 A. Yes.

8 Q. Okay. Is that -- is that the totality of -- of
9 the documents you've reviewed that you believe support
10 your claim?

11 A. From what I recall, yes.

12 Q. Now, you earlier -- the chronology that you
13 mentioned, Mr. Williams, when did you put that together?

14 A. It was when I retained my attorney so that
15 would have been in the latter part of March of last
16 year.

17 Q. And why did you prepare the chronology?

18 A. I wanted to, you know, chronolyze the series of
19 events that upon my experience with Shell based on my
20 experiences and that led to my appalling -- you know,
21 just shocking termination. And, you know, I decided to
22 retain legal counsel to support me because I knew that I
23 was racially discriminated and -- and --

24 Q. I'm going -- I'm going to ask you questions
25 about your claim of racial discrimination later in the

1 deposition. So I'd like to go back to the chronology.
2 You said you prepared it when you initially retained
3 your attorney. You did so -- you prepared it so that
4 you could chronolyze the series of events that led up to
5 the termination. Another question I have, Mr. Williams,
6 is did you -- who did you provide the chronology to?

7 A. At the time it was my attorney, Kevin Kinney.
8 Over the past year since I've retained an attorney I've
9 had a couple transitions of attorney.

10 Q. And when did you -- when did you initially
11 retain an attorney? When was that?

12 A. I think I think it was the latter part of
13 March. I was terminated on the 16th, it was like
14 Monday, and it was virtual -- my termination was
15 virtual. I thought it was a meeting but it ended up
16 being a termination.

17 Q. And it was -- you said your termination date
18 was March 16th of 2020; is that correct?

19 A. That's correct.

20 Q. And you said you retained an attorney sometime
21 after that, between that date and the last day of March
22 of 2020?

23 A. Sure.

24 Q. And the attorney you initially retained was
25 Kevin Kennedy; is that correct?

1 A. That's correct. As far as the Kennard Law Firm
2 which my current attorney representing today is Attorney
3 Eddie Hodges.

4 THE REPORTER: I'm sorry, this is the
5 reporter speaking. I'm getting a lot of feedback. Can
6 we go off the record for a minute?

7 MS. JAMES: Sure.

8 VIDEO OPERATOR: We are off video record.
9 The time is 10:55 a.m.

10 (Recess taken from 10:55 a.m. to 11:01 a.m.)

11 VIDEO OPERATOR: We're back on the video
12 record. It's 11:01 a.m.

13 Q. (BY MS. JAMES) All right. Mr. Williams,
14 before we took a break to sort out technical issues that
15 we were having we were talking about your retention of
16 an attorney. You told me that it was in the latter part
17 of March of 2020 that you retained I believe you said
18 Kevin Kennedy but I believe you also said that
19 Mr. Kennedy was with the Kennard Law Firm; is that
20 correct?

21 A. That's correct.

22 Q. Okay. Did anyone ask you to prepare the
23 chronology that you mentioned?

24 A. Not that I could recall particularly. I would
25 have to go back and look. I mean, I knew that it was

1 going to help, you know, the attorney I was retaining
2 understand the background so it was just really a part
3 of the background of what happened, what transpired.

4 Q. And did you provide that to anyone other than
5 Kevin Kennedy or any of the other attorneys at Kennard
6 Law Firm?

7 A. I did not. I don't recall. This is all legal
8 stuff.

9 Q. And then you also mentioned notes on witnesses.
10 Is -- is that correct?

11 A. That's correct.

12 Q. Okay. And when you said "notes on witnesses,"
13 are you referring to notes that you made?

14 A. Yes.

15 Q. Okay. When did you make notes on witnesses?

16 A. So -- so to make sure I clarify, basically when
17 I listed my references, my advocates, you know, I listed
18 their title, their name, my relationship with them. I
19 mean, it was -- that was kind of like the witness sheet
20 that I created.

21 Q. Okay. So you're referring to the witness
22 sheet. Is that something that you created a long time
23 ago or just recently?

24 A. No, a long time ago. Pretty much everything I
25 composed regarding this case was, you know, March of

1 last year when I retained the Kennard Law Firm to
2 represent me.

3 Q. Okay. So you prepared the -- the witness sheet
4 or your notes on witnesses around the same time that you
5 prepared the chronology?

6 A. That's correct.

7 Q. Did anyone ask you to prepare the notes on
8 witnesses?

9 A. When -- when I read the information that they
10 needed on the background, it might have said that on
11 there. I do not recall particularly.

12 MR. HODGES: Objection: attorney-client.
13 His communications that he's referring to relates to
14 communications from his attorney and that's
15 objectionable and it's privileged information.

16 But if it's not, then you can give that
17 information, Mr. Williams.

18 Q. (BY MS. JAMES) Go ahead, Mr. Williams. So I
19 don't want to hear about any communications that you had
20 with Mr. Hodges, Mr. Kennedy or anyone at Kennard Law
21 Firm. So when I'm asking questions, I'm not asking you
22 to tell me about any conversations you had with your
23 attorneys.

24 A. Oh, okay. I was confused because you asked me
25 who told me and I was just sharing that, you know, these

1 are things when I was retaining my attorney that I
2 submitted documents to and, you know, the chronology.
3 So, you know, when retaining an attorney, you have to
4 provide the background, what's your purpose and so
5 forth.

6 Q. Okay. Did you provide your notes to anyone
7 other than your attorneys?

8 A. Not that I recall.

9 Q. And then earlier, Mr. Williams, you mentioned
10 reviewing a 1,400-page document. Can you tell me what
11 that document was or describe that document for me?

12 A. I think that the title of it was the Equilon
13 bates. I don't recall even actually what that means but
14 it contained an extensive, you know, photographs of --
15 and copies and scans of e-mails, of my pay stubs, of,
16 you know, conversations between HR and my manager who
17 terminated me and the reasons he thought I was
18 terminated and our interactions via e-mail. So e-mails
19 from other employees. It was basically like -- I mean,
20 there was a huge database file containing a lot of the
21 digital communications with myself.

22 Q. So it sounds like that is the information that
23 my clients produced in response to discovery requests
24 that were sent to us by your attorney.

25 Eddie, is that what -- is that what he's

1 referring to?

2 MR. HODGES: Yes.

3 MS. JAMES: Okay.

4 Q. Other than the 1,400-page document,
5 Mr. Williams, the chronology you mentioned, notes on
6 witnesses and the demand letter and your petition, did
7 you review anything else to get ready for your
8 deposition?

9 A. I did not.

10 Q. Besides reviewing the documents we've
11 discussed, did you do anything else to get ready for
12 your deposition?

13 A. Other than exercise this morning and drink
14 coffee, no.

15 Q. Okay. Did you meet with your attorney? And to
16 be clear, I don't want to know of the contents of any
17 conversations with your attorney but I -- but did you,
18 in fact, meet with your attorney?

19 A. Yes, we did meet yesterday and one thing I did
20 forget to mention is that I had watched the witness
21 deposition video so I know what to expect and how to
22 conduct myself.

23 Q. How -- and how long did you meet with your
24 attorney?

25 A. It was under an hour.

1 Q. Other than the video, the attorney meeting and
2 the document that you reviewed, did you do anything else
3 to get ready?

4 A. Not that I -- not that I can recall.

5 Q. Did you talk to anyone other than your
6 attorneys to get ready for your deposition?

7 A. No.

8 Q. You said you're currently employed,
9 Mr. Williams, at Nouryon; is that correct?

10 A. That's correct.

11 Q. And you said you were an account manager there?

12 A. Yes.

13 Q. What do you do as an account manager?

14 A. So I do not just manage accounts but I pursue
15 new business similar to what I did with Shell and with
16 Exxon for the past more than a decade of my life. But I
17 work in a division called Engineered Polymers and the
18 product is called Expancel and we service accounts that
19 deal with plastics and rubber, thermostats, adhesives,
20 glue, package things. We have sectors. And so when I
21 came on board, I -- I have probably about 16 accounts
22 that I support and I frequently have gone to conferences
23 and social work to gain new accounts to purchase our
24 products.

25 Q. I think you said that you started working for

1 Nouryon on January 18th of this year?

2 A. That's correct.

3 Q. Prior to your employment with Nouryon who were
4 you employed with?

5 A. It was Shell.

6 Q. So is your position with Nouryon that began on
7 January 18th of this year, is that your -- your first
8 employment since being terminated from Shell last year
9 in March?

10 A. That's correct.

11 Q. And that's the first job you've had?

12 A. That's correct.

13 Q. Have you performed any other type of work
14 between your termination from Shell and your employment
15 with Nouryon?

16 A. You know, aside from applying steadfastly for
17 jobs during that time period despite the hiring freezes
18 and the lockdowns and the pandemic, you know, I have an
19 extensive history of applying for jobs on LinkedIn and
20 Indeed. In the meantime, you know, since things were
21 shut down I -- I -- I started an LLC called O. G. Sales
22 Solutions in which I attempted to do some sales
23 consulting and so forth. I might have had like one or
24 two LinkedIn inquiries about people wanting to know
25 about the oil-and-gas industry kind of related to what

1 my experience has been and I started doing some voice
2 acting through Fiber in which clients would pay me a
3 little bit. I didn't make much but it kept me busy,
4 kept my mind focused on something during that tough time
5 just to kind of doing children audio books,
6 commercial-type stuff but it was all independent.

7 Q. Okay. So it was self -- self-employment,
8 consulting work and voice-acting projects?

9 A. Yes, yes, extremely limited. It probably
10 generated maybe \$500 total of income but I mainly
11 survived, you know, through the Unemployment, through
12 those -- a couple of the, you know, Unemployment and I
13 had to, you know, rack up my credit cards. I didn't
14 know how long the economy was going to be shut down. It
15 was just a very stressful time.

16 Q. Did you receive Unemployment between the time
17 you were terminated in March of 2020 until you became
18 employed with Nouryon?

19 A. Yes. Although my termination date was March
20 16th, I was paid for the next pay cycle until April 1st.

21 Q. Okay. When you say you were paid, you were
22 paid by Shell through April 1st of 2020?

23 A. That's correct.

24 Q. And then after that you applied for and
25 received Unemployment?

1 A. That's correct, as well as health insurance --
2 health, dental, you know, vision -- because as a
3 divorcee, I still have to take care of my ten-year-old
4 daughter and I'm still responsible legally for child
5 support for medical, dental and so forth.

6 Q. How long did you receive Unemployment benefits?

7 A. From the time April 1st up until January 16th.

8 Q. January 16th?

9 A. I'm sorry, the 18th, Martin Luther King's
10 birthday. That's what I can remember that's when I
11 started with Nouryon.

12 Q. Okay. And what was your monthly benefit that
13 you received?

14 A. From Unemployment?

15 Q. Yes, sir.

16 A. It -- it varied because there were times when
17 the State -- when the federal government issued, you
18 know, the extra stimulus. I'm really not prepared to
19 give the exact amount. It varied though. It really
20 depends on -- it depended upon, you know, if there was a
21 stimulus in the last couple of months and then it went
22 away and then Congress re approved it.

23 Q. Okay. What was the lowest amount that you
24 received?

25 A. I think --

1 Q. Look, you can give me -- I'm not going to hold
2 you to a specific number, Mr. Williams. I'm just
3 looking for a ballpark here if you can just, you know,
4 approximate. And it sounds like it fluctuated and maybe
5 the swings were big because of the stimulus so if you
6 could just give me a ballpark of the lowest amount you
7 received and the highest amount you ever received with
8 the stimulus.

9 A. I mean, it would be easy for me to reference my
10 files but the lowest end, I mean, per month I think it
11 might have been --

12 Q. And if it's easier for you to give it to me
13 like by the week or biweekly versus a month, then that's
14 fine, too. Just clarify, you know, what you're telling
15 me and, you know, for what kind of period it's for.

16 A. I think per month on the lowest end it was
17 somewhere between six to 800 or something like that.

18 Q. Okay.

19 A. And then when the stimulus, you know, kicked
20 in, it was about double. I think it was -- what was it,
21 up to \$1,600 or so or more.

22 Q. Other than the Unemployment benefits and the
23 limited income that you were able to generate through
24 we'll call your side hustles -- the consulting work and
25 the voice-over work -- did you have any other income

1 between March 16th of 2020 and when you started your
2 employment with Nouryon in 2021?

3 A. No, ma'am.

4 Q. And you mentioned about -- you mentioned
5 earlier that you're responsible for medical and dental
6 and you also mentioned child support. Can you tell me a
7 little bit more about your financial responsibilities
8 on -- in that area?

9 A. Yes. My child support was \$1,200 a month and
10 the dental, vision and so forth, what was it, I think
11 it's around \$500 a month when I was employed.

12 Q. And did you get the dental and vision benefits,
13 was that through Cobra?

14 A. Initially it was. I filed and then I got
15 Blue Cross/Blue Shield of Texas. Or at least I
16 considered it Cobra. But I mainly remember having
17 Blue Cross/Blue Shield of Texas.

18 Q. So are you familiar with Cobra, like the
19 continuation of the benefits that you get from your
20 employer for a certain period of time after you're
21 terminated from employment, right?

22 A. Yes, I am. Yes, I am. I'm looking to that
23 because I was still covered up until, what was that,
24 three the months or so post-termination. There was a
25 period for me to find my own health coverage insurance

1 but, you know, the rate was the standard market rate,
2 not the employee-Shell subsidized rate.

3 Q. So you -- it sounds like -- my understanding of
4 what you're telling me is that you applied for the Cobra
5 benefits and got those and paid the premiums for
6 benefits through Cobra but then eventually went out and
7 found other health benefits on your own?

8 A. That's not correct.

9 Q. Okay.

10 A. If I remember correctly, I price shopped around
11 for health insurance and health-insurance coverage and I
12 think the Cobra if I would go the same insurance through
13 Shell it was going to cost me -- it was like upper \$800
14 or so. It might have been in the thousands. It was a
15 lot to maintain the insurance coverage that Shell
16 offered me which I was probably paying about maybe \$150
17 a pay period. So to go from \$300, you know, with their
18 help, subsidies and so forth, to up to, I don't know, a
19 thousand or so so I had to shop around. I considered
20 the -- I guess the government health supplemental
21 insurance, the Obamacare stuff. I eventually ended up,
22 you know, going with Blue Cross/Blue Shield. I just --
23 I just had faith, you know, despite the pandemic and the
24 lockdown and the companies not hiring I would just get a
25 job soon and, you know, it took, what, nine months.

1 Q. Okay. So you did not -- you didn't end up
2 going through Cobra because you -- you said you thought
3 the premium was too high. You actually went out and
4 purchased health insurance independently?

5 A. That's correct.

6 Q. Did you purchase any insurance other than
7 health insurance?

8 A. I mean, I -- nothing extra. I mean, I've
9 always had life insurance for myself and my daughter and
10 I do have the life insurance, you know, through Shell
11 because when you're an employee, you know, they -- it's
12 like two and a half times your salary and then there's a
13 rider for my child so...

14 Q. Okay. How much was your monthly benefit for
15 health insurance through Blue Cross/ Blue Shield that
16 you purchased and paid for while you were out of work?

17 A. It was about \$550, if I remember correctly,
18 somewhere in that range. Very close to that.

19 Q. And you said you always had life insurance
20 through Shell. Following your termination -- go ahead.

21 A. I'm sorry, I said Shell being an employee, even
22 when I worked at Exxon, they provide life insurance.
23 It's normally like two -- two times your salary and so
24 that was included but you're asking me about additional
25 expenses but I was saying I also maintain my own life

1 insurance for my daughter and myself.

2 Q. How long have you had your own life insurance
3 policy?

4 A. It's been many years or perhaps maybe that's
5 when I got married or so, I believe.

6 Q. And you continued to maintain your own separate
7 life insurance policy while you were unemployed?

8 A. That's correct.

9 Q. And I'm sorry if I'm repeating this question, I
10 just can't remember whether or not I asked it. The
11 Blue Cross/Blue Shield health insurance, is that the
12 only health benefit that you purchased during your
13 unemployment -- period of unemployment?

14 A. From a health standpoint, yes. It did include,
15 you know, medical, dental and vision.

16 Q. Did you purchase any other types of benefits
17 during the period of unemployment?

18 A. What would be some examples?

19 Q. Vision. I'm just -- you know, anything else
20 that you purchased to replace any type of benefit that
21 you had while you were employed with Shell?

22 A. Yeah, it was just medical, vision and dental.

23 Q. And it was all through Blue Cross/Blue Shield?

24 A. Yes, I believe so. I believe so.

25 Q. And the entire -- the total premium for that

1 per month was \$550?

2 A. Somewhere in that range. I think it was 500,
3 550. I think it was maybe 300 and something for me and
4 I think about 150 or so for my daughter.

5 Q. Approximately?

6 A. Yes, yes.

7 Q. So let's talk about your employment with
8 Nouryon, Mr. Williams. What is your current salary with
9 Nouryon?

10 A. It's \$125,000.

11 Q. Annually?

12 A. Yes. I'm a salary employee.

13 Q. And \$125,000 is your base salary; is that
14 correct?

15 A. That's correct.

16 Q. Do you receive any bonuses or other types of
17 incentive compensation?

18 A. There's no commission or anything, it's
19 strictly salary and then dependent on how my company
20 performs, my team, we may be eligible for a bonus.

21 Q. Is it a discretionary bonus meaning it's up to
22 your employer as to whether or not they give it to you
23 at the end of the year?

24 A. That's correct. It's not automatic.

25 Q. Do you have any benefits through Nouryon like

1 health benefits, vision benefits, anything like that?

2 A. Absolutely.

3 Q. What benefits do you have through Nouryon?

4 A. I have dental, vision, medical along with their
5 life insurance for myself and my daughter.

6 Q. What are your monthly premiums for each of
7 those benefits?

8 A. I think they add up to somewhere about -- their
9 coverage is not as good as Shell and Exxon on what they
10 offer and so forth but -- but I have to pay a lot out of
11 pocket. But I think on a monthly basis I think it's
12 somewhere like maybe around \$160 for my daughter and I.

13 Q. \$160 per month?

14 A. I believe so.

15 Q. And you said that's for dental, vision and
16 medical for you and your daughter?

17 A. I guess when I include all of them, it may be
18 \$175 or lower.

19 Q. \$175?

20 A. Or lower. But I would have to rush with my pay
21 stubs. Somewhere between \$150, \$175 for all three.

22 Q. Do you pay for the life insurance that you
23 mentioned?

24 A. I do for my daughter and for the one that I
25 have through the company it may be included as being an

1 employee. I would have to -- I would have to verify
2 that.

3 Q. Did you have life insurance for your daughter
4 when you worked at Shell?

5 A. Yes.

6 Q. Did you have to pay for it?

7 A. I believe so. Normally for the child it's
8 normally like -- yes, it's normally like very, you know,
9 low but I do believe I did have it. I try to make sure
10 I'm covered for myself and my princess.

11 Q. Do you just have one child, Mr. Williams?

12 A. That's correct.

13 Q. Does she live with you?

14 A. No, I'm the non-custodial parent and I get her
15 three weekends of the month and today is my day to get
16 her so I know she wants me to pick her up at 4:30 so if
17 I'm late it's because...

18 Q. I'll do my best. How old is your daughter?

19 A. Next month her birthday is on November the 12th
20 and she'll be 11 years old. In the fifth grade.

21 Q. I have one similar. I have a fifth grader.
22 He'll be 11 in December, December 15th.

23 So she lives with her mother and visits you
24 three times a month on the weekend?

25 A. Yes. I have like the non-custodial parent time

1 of possession on weekends but in the summer, you know,
2 we exchange holidays. It's all according to our divorce
3 decree.

4 Q. Are you remarried, Mr. Williams?

5 A. No, I'm not.

6 Q. Do you live with anyone?

7 A. I do not.

8 Q. Is your wife -- is your ex-wife remarried?

9 A. No, she's not.

10 Q. Does your ex-wife work?

11 A. From what I know she does but I have no idea
12 what she does. I have no idea her source of employment.
13 Our divorce decree say I'm supposed to know that but
14 it's a mystery and I probably never will know unless I
15 go to court or something.

16 Q. Okay. I think I've got us all the way from
17 time of termination through employment with Nouryon.
18 I'd like to talk a little bit about your work history
19 prior to working for Shell. So what -- I think you
20 mentioned ExxonMobil.

21 A. That's correct.

22 Q. When did you -- what period of time did you
23 work for Exxon?

24 A. From, what was it, July of 2008 up until
25 November of 2018. Slightly over ten years.

1 Q. Mr. Williams, I'm sorry to just go off topic
2 for a second. One question I forgot to ask you is when
3 did you get divorced? I didn't get the date for that
4 when we were talking earlier.

5 A. I got married January 10th, 2010. I filed for
6 divorce like May of 2016 and it was signed off and
7 finalized in January of 2017.

8 Q. So you filed for divorce May of 2016 and
9 finalized January of 2017?

10 A. That's correct.

11 Q. So I know I just jumped topics on you so back
12 to Exxon. You said you were employed with Exxon July of
13 2008 through November of 2018?

14 A. That's correct.

15 Q. What was your position with Exxon?

16 A. I've had numerous roles. When they first hired
17 me as a graduate from Tuskegee University with a degree
18 of mechanical engineering, you know, magna cum laude,
19 graduated with a 3.65 GPA, I -- they hired me into a
20 technical sales role and I had to go through a technical
21 sales training in Sterling, Virginia. It started that
22 summer and it ended around November, December of 2008
23 and it was very rigorous testing, field experience but
24 I -- I -- I passed the sales training program class and
25 they assigned me to south Florida and the title of my

1 position was the automotive territory manager and I was
2 based out of Fort Lauderdale and Miami, Florida.

3 Q. And you left -- you left Miami?

4 A. Well, you know, Exxon -- the head office at the
5 time was in Sterling, Virginia and then, you know, they
6 relocated in The Woodlands/Spring, Texas and so my
7 advancement was limited. Although I was in beautiful
8 south Florida working from home, you know, working from
9 home and I did very similar work that I did for Shell in
10 regards to working with distributors. I did that for
11 seven years in which I would go and sell oil for my
12 distributors and direct car dealerships, at quick lubes,
13 at truck stops, fleets and I was very successful at it
14 for seven years.

15 Q. And that's what you did for Exxon while you
16 were in Miami working as the territory -- is it
17 territory sales manager that you said?

18 A. Yeah, automotive territory -- yes, that's
19 correct, automotive territory manager.

20 Q. So that would have been from July of 2008 until
21 when?

22 A. Until my wife and I -- we were married at the
23 time -- we moved here about July -- we moved to Spring,
24 Texas in about July of 2015.

25 Q. Did you continue to work for Exxon?

1 A. Yes, yes. I transitioned from a sales role
2 B-to-B working with distributors and customers and I was
3 in a different role that's more marketing related to the
4 fuel side of the business because it was the lubricant
5 side that I did for seven years similar to what I did
6 for Shell. They say, "Hey, we want to grow you and
7 expand you." So they assigned me in a position called a
8 loyalty advisor for a loyalty program on the fuel side
9 of the business.

10 Q. Okay. You said -- you know, you mentioned
11 the -- I think you said B-to-B earlier. I didn't know.
12 What does that acronym mean?

13 A. Business to business. I mean, like retail you
14 sell directly to consumers. Like if I worked at a
15 Verizon store, you come in for a cell phone, I would
16 sell it to you. But business to business means if you
17 own the Verizon store and I distribute cell phones, I
18 would come in and say, "Hey, will you sell my cell
19 phones?" So...

20 Q. Okay.

21 A. That's B-to-B sales in which I -- I engaged
22 with the owners of car dealerships, large companies,
23 large dealer groups, parts and service directors, owners
24 of truck stops and I train mechanics on -- on how to
25 approach when people get their oil change we call it

1 best selling -- I had extensive training. One -- one
2 thing about Exxon is that they have a very formalized
3 onboarding, you know, where there's a program. You're
4 doing -- it's very structured. You know, you're doing
5 online training, you're learning products, you spend
6 some time in the field and, you know, that -- that was
7 one of the things that I did experience at Exxon versus
8 Shell.

9 Q. Okay. So you said there was -- there was less
10 training at Shell?

11 A. Yes, there was no formal onboarding. As a
12 matter of fact, the position that I took with Shell,
13 they had vacant for many months so it was definitely
14 pull yourself up by your boot straps and figure it out.
15 And it's significantly different between selling oil
16 that goes into automotive vehicles and commercial trucks
17 and the businesses that service those vehicles versus
18 going into a power plant, a gas compression,
19 construction site, injection molding, hydraulics. So
20 much more heavy-duty industrial equipment and so I had
21 to learn all of that on my own. You know, I -- my
22 supervisor, he had me a couple people who were
23 experienced to do some field rides with. You know, I
24 even took the opportunity initially to get my own
25 certification, machine lubrication technician just to

1 understand because I've always had the commercial skills
2 with Exxon but I had to acquire the product knowledge
3 and understand the industry of industrial lubricants
4 versus automotive and commercial-vehicle lubricants.

5 Q. Okay. So when you were in Miami working for
6 Shell you worked --

7 A. I'm sorry, that was Exxon.

8 Q. I'm sorry, I just said Shell. Sorry about
9 that. Thank you for correcting me.

10 So when you were in Miami working for
11 Exxon, you said you were working with the lubricant side
12 of their business but it was commercial and automotive
13 versus what you were doing when you were working for
14 Shell lubricants which you explained was more
15 industrial?

16 A. That's correct.

17 Q. Okay.

18 A. So much more technically focused. It's the
19 difference between saying you put this oil in your car
20 and you can go this many miles versus a massive quarter
21 million dollar gas-compression machine that can run this
22 many operating hours if you put this fluid in there and
23 this preventative maintenance and doing site surveys.
24 It was much more technically oriented.

25 Q. So the position with Shell lubricants was much

1 more technically oriented because you were working with
2 industrial-type clients?

3 A. That's correct, yes. Just some examples would
4 be like places that process food. You know, they have
5 equipment that do that. Places that do packaging. They
6 have heavy-duty equipment. They have machines that
7 require lubricants and, you know, we have to do --
8 submit oil samples to monitor the equipment, the quality
9 of oil of the equipment, to see if there's any
10 indicators of metal shavings and contamination of water.
11 So we rely on software. I had an assigned lubrication
12 engineer who would help me, you know, occasionally but
13 it was mainly, you know, me. I had to be independent.
14 And one major difference is when I was with Exxon, I
15 worked with distributors helping them grow business
16 similar to what I did with Shell but I also had direct
17 customers, national accounts, OEMs, where I was
18 responsible for that business. So I had both. Do you
19 understand the difference?

20 Q. So it sounds to me like you're saying that with
21 respect to some of the clients that you had when you
22 were working with Exxon lubricants there was a
23 distributor in between you and the end client, right?
24 Whereas with other clients they were your direct client.
25 Is that -- am I understanding that correctly?

1 A. Yes, that's correct.

2 Q. Okay. Now, when you were with Shell and you
3 had the industrial client, I think you said it was
4 different. Was there always a distributor in between
5 you and the end client?

6 A. Yes, because I was considered an indirect
7 business-development manager. That was my title.
8 Indirect meaning everything I did to help Shell make
9 money it was through my distributor so I had to depend
10 upon my distributor to set up meetings. You know, I was
11 mainly introducing them and I was representing Shell as
12 the expert and SME to help advance the sale but I did
13 not have direct relationship with the customers.

14 Q. And then the end customers were the
15 industrial-type clients that you mentioned that, you
16 know, run plants, processing food or equipment that they
17 were the end client and between you two was the
18 distributor?

19 A. That's correct.

20 Q. Okay. Okay, that's helpful for my
21 understanding. So you said -- let's I guess go back to
22 your work history with Exxon. So you've told me about
23 working for the lubricant part of Exxon in Miami and
24 then we started -- we started talking about when -- you
25 know, your job or your role when you moved to Spring,

1 Texas to work for Exxon in July of 2015. And I asked
2 the question about B-to-B and I think that's how we got
3 sidetracked. So tell me what you did in your role. I
4 think you said you were a loyalty adviser for Exxon when
5 you moved to Spring, Texas in 2015?

6 A. That's correct.

7 Q. What -- what did you do as a loyalty adviser?

8 A. So I was considered the U.S. loyalty adviser
9 and my responsibilities was to help expand the launching
10 of a loyalty program called Plenti -- that's P-L-E-N-T-I
11 -- which is no longer around but essentially what it was
12 was a coalition loyalty program that American Express
13 administered that included several companies:
14 ExxonMobil, I think Rite-Aid, Macy's. So the whole idea
15 is you get points at your Exxon gas station while
16 pumping oil or buying -- or buying merchandise at
17 Macy's. You have multiple options on where to redeem
18 those points. So I was responsible for creating
19 marketing programs. This is more project
20 management-related work and marketing execution. So I
21 created marketing campaigns and so forth to award
22 cashiers as they promote the loyalty program to
23 consumers and so the main objective was to increase the
24 loyalty of the consumers using our program. And I led
25 several marketing campaigns to achieve that.

1 Additionally, during that timeframe Exxon did a -- a
2 re imaging of all of their Exxon-and-Mobil-branded gas
3 stations so I had to work with vendors that dealt with
4 site imaging for new signage that goes on the exterior
5 of the buildings, the pumps and even interior,
6 point-of-sale material. It was -- so a totally
7 different line of work. It was a growing and learning
8 assignment but I also -- I did well.

9 Q. How long were you in that role, Mr. Williams?

10 A. It was from, what, 2015 -- it was about -- it
11 was about -- it was about like a year and a half or so.
12 And then -- and then the next role that I was in was
13 considered a projects and process adviser which I
14 honestly didn't like. It was more like helping the
15 business -- supporting the business with business
16 continuity plans, looking for ways to --

17 Q. Were you still -- so you weren't a loyalty
18 adviser at that point? Did your role change?

19 A. Yes. I was -- I changed to a -- I was assigned
20 a different role to a different team to a different
21 manager. So with Exxon, you know, they tell you where
22 to work, what your next opportunity is. There's no
23 internal job posting. It's like, "Oh, you're going to
24 do this next." And then if you say no, then, you know,
25 you could be out of a job or, you know, your career can

1 go downhill. At Shell and other corporations, you have
2 more control of your career. Where there's an internal
3 job posting, you know, you can have a career doing what
4 you want and enjoy it and self-navigate. So -- so the
5 different roles at Exxon were not those that I applied
6 for. These are the ones that I was told to do.

7 Q. Okay. And I think you said you were in the
8 U.S. loyalty role for about one and a half years so that
9 would have been, what, until mid-2016 -- or, no,
10 2017-ish -- sometime in 2017 is when you changed to the
11 new role?

12 A. Let's, see, yeah, 2017 -- yeah, that's about
13 right.

14 Q. Okay.

15 A. Yep, that's right.

16 Q. Did you move for the Exxon role that you took
17 in 2017?

18 A. I mean, so I went through my divorce.

19 Q. Oh, no, no, I mean, just did you relocate? Did
20 you -- you relocated when you were with lubricants and
21 you moved to the U.S. loyalty role you relocated from
22 Miami to Spring, Texas.

23 A. Yeah, I've always been in the Houston and
24 Spring area.

25 Q. Okay. So when you took the new role in 2017,

1 you stayed in the Houston/Spring area?

2 A. That's correct.

3 Q. And what was the title of the role that you
4 took in 2017?

5 A. It was project and process adviser.

6 Q. Project and process adviser. Was it a sales
7 role?

8 A. No. It was more --

9 Q. It was different?

10 A. Yes, ma'am. It was more like analytical, kind
11 of a business-continuity plans. It was very like
12 ambiguous. Like just kind of nebulous. It wasn't
13 clearly defined and structured so I really -- yeah, that
14 was probably one of the most dissatisfactory periods of
15 my career which led me to start seeking other employment
16 opportunities which is why I applied and transitioned to
17 Shell. Because Shell hired a lot of former Exxon
18 employees knowing that Exxon does an outstanding job
19 onboarding and training their employees and Shell, you
20 know, they mainly hired experienced employees versus
21 Exxon hiring out-of-college employees and training them
22 up so they -- they do -- I had previous peers and
23 counterparts of Exxon that worked for Shell and I was
24 referred and so they had a position that -- that could
25 get me back into commercial sales still doing business

1 to business although it contained -- it did not contain
2 going to the same accounts and industries that I was
3 accustomed to which I mentioned was car dealerships,
4 automotive facilities and commercial vehicle trucks.
5 But now I'm going to -- I'm still applying my same
6 commercial sales skills but now it's power plants,
7 construction sites, gas compression, hydraulic, food
8 processing, places that produce sand, drilling out of
9 West Texas. And my territory was huge.

10 Q. Okay. So we'll talk about Shell in a minute.
11 I just want to wrap up the discussion on your experience
12 with Exxon. So I think you said the last role started
13 in or around 2017. It was a project and process adviser
14 role. You didn't like it as much. You said the role
15 was nebulously defined and you worked on
16 business-continuity plans.

17 A. That was just different project. So the
18 business would just kind of pitch out different
19 projects. "Well, we need somebody to review this
20 system. We need to update this." And so I really did
21 not see the value in my work.

22 Q. Okay. I just want to clarify one thing. You
23 said that in that role you were not in a sales role.

24 A. That's correct.

25 Q. Okay.

1 A. Even the previous role as a U.S. loyalty
2 adviser, that was not a sales role.

3 Q. Okay. Did the project and process adviser
4 role, did it have any kind of marketing component like
5 the U.S. loyalty role?

6 A. No.

7 Q. Okay. And you -- you said you were unhappy in
8 that role which is what led you to apply for the job
9 with Shell?

10 A. That's correct.

11 Q. And did you voluntarily terminate your
12 employment with Exxon or were you terminated?

13 A. No, I put in my leave. I volunteered.

14 Q. Did you have any performance issues or
15 complaints about your performance when you worked for
16 Exxon?

17 A. In that last role that I was in as a project
18 and performance adviser they did question my performance
19 in that role.

20 Q. When you say they questioned your performance,
21 did they take any kind of action against you or write
22 you up or what does that mean, they questioned your
23 performance?

24 A. They -- they gave me -- it was a crazy thing.
25 Like my co-workers didn't think it was possible but they

1 lowered my ranking significantly.

2 Q. Okay.

3 A. Where I was like in the top quintile and then
4 they kind of moved me in the bottom ten.

5 Q. And when you -- what is your ranking? What do
6 you mean by that? Your company performance ranking?

7 A. Yes, yes. They have a forced ranking system
8 where they say, "Okay, you performed in the middle
9 percentage, you performed in the top or you performed in
10 the bottom."

11 Q. Okay. And in your prior roles you had been in
12 the middle or the top?

13 A. I was in the middle to the top, that's correct.

14 Q. And in this role you were -- your performance
15 ranking was lowered to the bottom?

16 A. That's correct.

17 Q. Okay. Is there like a number assigned to the
18 ranking?

19 A. They -- they only have it internally but they
20 do not reveal it.

21 Q. So the only thing that's revealed to you would
22 be whether you're top, middle or low?

23 A. Yes.

24 Q. Okay.

25 A. And they normally say it's impossible within

1 one performance period to go from a middle or like 75
2 percent quintile to be dropped to like the bottom ten.

3 Q. What do you mean -- when you say it's
4 impossible, who says it's impossible?

5 A. Most -- most tenured employees, you know, that
6 have been with the company and understand the ranking
7 system. Even HR. They just said that's -- you know,
8 that normally that doesn't happen. And I -- and I truly
9 just felt disadvantaged because, you know, when you're
10 in sales, your numbers speak for themselves. I was one
11 of the top salespeople in the country, recognized, you
12 know, consecutively for three to five years and then
13 when I transitioned to these marketing roles and then
14 this -- this project role doing business-continuity
15 plans, there's no quantifiable measures for me to
16 demonstrate my value and contributions to the company.
17 It was -- it was very subjective. It's like I completed
18 the project on time and then there would be times where
19 they didn't really honestly have any work for me to do.
20 No projects and no assignments.

21 Q. Did you like the U.S. loyalty role though?

22 A. It was enjoyable. I did. I did. And that's
23 because I still interacted with vendors, with agencies.

24 Q. Sorry about that. Sorry.

25 A. Yeah, I was just saying I did enjoy that role.

1 You know, it was different. So I forgot to mention.
2 So, you know, my -- my 2008 to 2015 years I was in the
3 lubricant side of the business so I had a strong network
4 of people that knew me within the company and so forth.
5 You know, Carl has been a top performer. And then I was
6 transferred and assigned to work on the fuel side of the
7 business so it was like starting over again because I
8 didn't know any of the managers. I didn't know anybody.
9 But I was able to do well enough to answer questions
10 during that role within fuels and as a U.S. loyalty
11 adviser and I enjoyed it because I still interacted with
12 the field. I still interacted with the lubricant
13 distributors -- I mean, fuel distributors, marketing
14 agencies, signage vendors.

15 Q. Okay. When you say "field distributors," are
16 you talking about like the distributors that you had
17 previously -- the types of distributors you had
18 previously interacted with when you were working in the
19 lubricant sales role in Miami for Exxon?

20 A. It was actually very limited because -- I mean,
21 because most distributors do fuels and lubricants. You
22 know, they sell oil lubricant and they also distribute
23 the fuel but my -- but the fuel distributors that I
24 interacted with --

25 Q. Go ahead. Go ahead.

1 A. -- the fuel distributors that I worked with in
2 their marketing role was related to the gas stations
3 that they owned.

4 Q. Okay. That makes sense. I misheard you when
5 you initially said fuel distributors. I thought I heard
6 field distributors. That's why I had the follow-up
7 question. I was a little confused.

8 And I'd like to just talk a little bit more
9 about your last role with ExxonMobil before we move on
10 to your employment with Shell, the project and process
11 adviser role with Exxon that you said was not a sales
12 role. I guess could you give me a little bit more
13 detail about what your duties were in that role?

14 A. That -- that role was like a support function
15 of the business. So there's no engagement with any
16 exterior customers. It's all internal. It's like I was
17 serving the business within the fuels division. So one
18 of the first projects they gave me was to update and --
19 and enhance a business-continuity plan. If something
20 happens where the office is shut down, there's a storm,
21 there's a hurricane, what would be the chain of
22 communication? Is the guideline document updated on who
23 would contact who in the event that something happened?
24 How would business continue? How would communications
25 take place? And it was a massive document that I had to

1 go through. I don't know, it might have been 100, 200
2 pages, but to update it and make recommendations. And
3 like even during that assignment itself it's like,
4 "Okay, I updated it and these are my recommendations."
5 You know, so there's very -- you know, it's subjective
6 on how you, you know, judge the performance of doing a
7 task like that when you -- when you get in projects.

8 Q. Got it. What other types of projects did you
9 work on in the projects and process role?

10 A. There were so many like smaller ones I would
11 really need to reference my resume to try to remember.

12 Q. Sure. And I think I actually pulled a copy of
13 your resume from I think it was on your LinkedIn page
14 and I'm just going to show it to you. Let's see.

15 A. Are you going to share your screen?

16 Q. Yes, sir. Did it work?

17 A. Yes.

18 Q. This -- I got this on I think your LinkedIn
19 page. Is this a resume that you put together after your
20 termination from Shell?

21 A. Yes.

22 Q. Okay.

23 A. Yeah, I don't even mention the projects and
24 process adviser just because it wasn't even of much, you
25 know, value to even articulate what I did. I just -- I

1 didn't even find that appealing to even share it with a
2 prospective employer.

3 Q. Okay. It wasn't something that you were
4 interested in doing again?

5 A. I -- I tried my best to be a top performer, you
6 know, when given a task and that was something that just
7 no structure, no defined objectives, no clear scope of
8 work. It was just like a bunch of ad hoc projects which
9 was extremely like disappointing considering the
10 contributions I made to Exxon and the amount of money
11 that I had to make during my tenure as shown on my
12 resume.

13 MS. JAMES: The resume will be marked as
14 Exhibit 1 to the deposition. And I'm going to stop
15 sharing.

16 (Exhibit 1 was marked for identification.)

17 Q. (BY MS. JAMES) And you said -- you
18 mentioned -- you mentioned the ranking in your last
19 role. You said that they lowered your performance
20 ranking. In connection with questioning your
21 performance or advising you that there were issues with
22 your performance, did Exxon do anything else besides
23 lowering your ranking?

24 A. Yes, they did.

25 Q. What else did they do?

1 A. They put me on a performance improvement
2 program.

3 Q. What's that?

4 A. It's an opportunity to demonstrate that you can
5 still bring value to the company. It's like opposed to
6 terminating you they say, "Hey, there's some performance
7 issues but, you know, we want to give you a chance to
8 still demonstrate that you can bring value to the
9 company. You know, these are the areas that you need to
10 improve like over a 90-day period or so and at the end
11 of this 90-day period we can reevaluate, you know, your
12 competency, you fill in the gaps and if you, you know,
13 fulfill those gaps, you're no longer on a performance
14 improvement program because at the end of that period,
15 you know, it could lead to termination."

16 Q. If you failed to perform at the end of the
17 90-day period it would lead to termination?

18 A. Correct. Yeah, if you don't meet expectations,
19 correct. That's like -- that's like a warning. Hey,
20 you know, there's some gaps. You know, either you
21 improve and close these gaps or you're no longer a
22 benefit to the company.

23 Q. Okay. When were you put on the performance
24 improvement plan?

25 A. Let me see, I would say it was about

1 September -- August -- maybe August timeframe because
2 Exxon does their ranking and rating review like in, what
3 was it, March. That ends our performance calendar year
4 and then several months later they do the report out.
5 So -- so -- so I remember I thought I had a standard
6 meeting with my supervisor at the time whose name was
7 like Jason and when I met with him, HR was there and
8 they said, "Carl, you know, we're concerned about your
9 performance. We know you've done very well at Exxon
10 but, you know, this current position there's some
11 performance gaps that you need to fill. So we are --
12 you know, are offering to allow you during this
13 evaluation period of about 90 days to demonstrate that
14 you, you know, can still bring value to the company and
15 at the end of the 90 days then we sit back down and see
16 if you met the objectives."

17 Q. And -- so that would have been in September or
18 August of 2018?

19 A. That's correct.

20 Q. Now, you resigned from Exxon. Did you complete
21 the performance improvement plan before resigning?

22 A. I did not. I did not because considering
23 that -- how my career at Exxon, you know, started to
24 pivot, I saw them putting me in that role and then --
25 and then having that dramatic decrease in ranking I saw

1 that as them no longer valuing me as an employee to the
2 company even after a decade and so I started to
3 immediately seek other employment.

4 Q. In the September or August timeframe of 2018?

5 A. Well, I actually started to look before they
6 put me on the performance improvement program. I was
7 very dissatisfied with the role. I saw my career in a
8 rut because they do not have an open job posting,
9 internal job posting, and so I didn't know what my next
10 role would be. I didn't know how long I would be in
11 that unfulfilling position and so I wanted to work for a
12 company where I have more control of my career and where
13 I can do what I enjoy doing.

14 Q. Okay. Now, did you work with a recruiter or a
15 headhunter to locate or to find a new position?

16 A. I basically leveraged LinkedIn and as I
17 mentioned earlier, Shell hires a lot of experienced
18 oil-and-gas employees and so I had quite a few peers --
19 maybe six to a dozen -- that knew me during my tenure at
20 Exxon and they had transitioned to Shell so I was able
21 to get a referral for the position at Shell based on
22 someone who knew me, my overachievement at Exxon, and,
23 you know, the hiring manager interviewed me amongst
24 other candidates at Shell and they selected me for that
25 role.

1 Q. Okay. And who -- you said who -- who was the
2 peer at Shell who gave you the reference? I'm sorry,
3 the -- I'm sorry, that was a confusing question.

4 So I think you said someone who was
5 employed by Shell had worked with you at ExxonMobil
6 previously and they gave you a reference and that's kind
7 of how you got the job with Shell. I was wondering who
8 that person was.

9 A. That person's name was Steven Stack.

10 Q. S-T-A-C-K?

11 A. Steven, S-T-E-V-E-N.

12 Q. And then the last name?

13 A. Stack, S-T-A-C-K.

14 Q. Okay. Is he still with Shell?

15 A. I believe so. I have several other peers as
16 well.

17 Q. What -- who were the other peers that you
18 mentioned from ExxonMobil who left ExxonMobil to work
19 for Shell?

20 A. Lucas Kerley, Tamika Greer, Randy -- I can't
21 remember Randy's last name. I think it's Stevenson.
22 There was another guy, I think his name was Pedro but I
23 didn't know him as much.

24 Q. I'm sorry, Paige?

25 A. I think it was Pedro.

1 Q. Oh, Pedro.

2 A. I believe so. But within my circle at Exxon
3 there was a handful that I knew, some that I worked
4 closely with like Lucas, Steven and Tamika.

5 Q. Lucas -- I think you said Lucas you believe is
6 still with Shell. What about Lucas and Tamika?

7 A. I'm sorry, you just said Lucas twice. You
8 meant Steven is still with Shell?

9 Q. That's what I meant, yeah.

10 A. I think all of them are.

11 Q. Okay. So Lucas and Tamika are also still both
12 with Shell?

13 A. I believe so. I haven't, you know, been in
14 contact with them but it's possible that all of those
15 individuals are still with Shell.

16 Q. As far as you know?

17 A. Yes.

18 Q. Steven Stack -- so the names Lucas and Tamika,
19 those names are familiar to me. I think I've seen them
20 in some of the documents. Maybe they worked with you in
21 the department that you worked for when you were with
22 Shell; is that correct?

23 A. Tamika and I were on the same team reporting to
24 Xavier, yes. We were on the same team doing the same
25 role. And -- and I should mention that the supervisor

1 who terminated me was not the supervisor who hired me.

2 Q. Okay. So we'll talk about that in a minute.

3 Steven, was he in a different -- with a different group
4 or a different team at Shell?

5 A. He was a part of the same division but he
6 reported to a different supervisor. He did not report
7 to the same supervisor as I did. And he was not sales.
8 He was more like a distributor business manager, coach.
9 So like I worked with the sales reps with my
10 distributors and he would be the one that will work
11 directly with the principals on products, movement,
12 sales pipeline, pricing, logistics. That was his role.

13 Q. Okay. And you said Tamika -- you and Tamika
14 both had the same role and you worked on the same team
15 for the same supervisor?

16 A. Correct.

17 Q. Lucas, was he in the same role as you?

18 A. He was not in the same role but he was -- he
19 was a technical adviser. He worked with me.

20 Q. He was -- he worked for the same division of
21 Shell?

22 A. Yeah, the same division but he had -- he had a
23 more technical role. He was considered a lubrication
24 engineer. I was considered a business-development
25 manager and we worked on several business opportunities

1 and particularly in Louisiana with one of our
2 distributors. So we had direct commercial engagement
3 and activities with Shell.

4 Q. Who was his supervisor?

5 A. I think it was -- I don't want to -- it was
6 Xavier. It might have been John McDonnell, I believe.
7 I may be wrong. I may be wrong. I just know he had
8 some issues. He was an advocate, you know, and he
9 understood what happened and so is Tamika because she
10 actually had some issues as well because we were the
11 only two African-Americans on the team, Tamika and I.

12 Q. Okay. So I'll -- I'm going to come back to you
13 about you're calling them advocates. I'd probably call
14 them witnesses because I'm an attorney but I'm going to
15 come back and ask you about witnesses. I made the note
16 to ask about those two.

17 So, let's see, just going back to you
18 coming onboard with Shell and starting employment with
19 Shell, when was that?

20 A. My start date?

21 Q. Yes, start date.

22 A. Yes, it was January 18th, Martin Luther King's
23 birthday, 2019.

24 Q. Martin Luther King Day again?

25 A. Yes.

1 Q. Oh, so you had like two jobs in a row --
2 because I thought Nouryon you said you -- yeah --

3 A. Hold on. You know what? I'm sorry. No,
4 I'm thinking -- you're right. I was thinking Nouryon.
5 That's Nouryon, okay?

6 Q. Yes.

7 A. With Shell it was the week before the
8 Super Bowl. I think it was January 26. I know I
9 started a Monday before the Super Bowl.

10 Q. Okay. And you said you had a different
11 supervisor when you first started working for Shell.
12 Who was your supervisor when you first started working
13 for Shell?

14 A. His name was Eric Boydstun.

15 Q. Was your role the same when you first started
16 or did you change roles at some point?

17 A. No, it was the same role but there was a big
18 change in January and there was a change when I
19 transitioned to Xavier. What was it, August I think it
20 was official.

21 Q. Okay. So we'll talk about those changes in a
22 bit. Let's first talk about what your role was when --
23 when you hired on. What was the title?

24 A. It was -- I was considered a
25 business-development manager and I was a part of the

1 indirect industrial business channel.

2 Q. And that -- and your title remained the same
3 from your start date until your termination date?

4 A. That's correct.

5 Q. And just to go back to your start date, it was
6 January 26 of 2019; is that correct?

7 A. That's correct.

8 Q. Okay. And when you first came on, your
9 supervisor was Eric Boydstun?

10 A. Correct. It was the 26th or the 28th.

11 Q. That's okay. I'm not --

12 A. It was before the Super Bowl.

13 Q. That's fine. I'm sure it's in a document
14 somewhere so we'll know the exact date. You said your
15 supervisor when you were hired on was Eric Boydstun.
16 Can you spell that?

17 A. Yes, B-O-Y-D-S-T-U-N. Yeah, he hired me and
18 was a champion for me. I did not get the chance to
19 continue to matriculate with him.

20 Q. When you say he was a champion for you, what do
21 you mean?

22 A. I just -- our relationship -- you know, he just
23 believed in me. He was very positive. You know, he
24 wanted to see me do well. You know, he was just -- you
25 know, he was glad to have me on the team. He believed

1 in me. He believed in the people that referred me like
2 Steven Stack. You know, typically ExxonMobil hirees
3 that transition to Shell do very well. He really had
4 high hopes and good expectations for me.

5 Q. Okay. And did you have a good working
6 relationship with him?

7 A. I did. I did. I will say although I started
8 January like 28th, my actual -- so there was no
9 onboarding, right? It was like, "Carl, like here's your
10 computer, here's your car. You know, you can go onto
11 the training website and, you know, learn about the
12 products. I'll try to get you set up with a couple of
13 people to go visit some of these accounts." You know,
14 it was very like back of the napkin type of, you know,
15 like "Learn the best you can. You'll get it." And so I
16 really did not start even engaging with customers like
17 until like June. Up until then it was getting used to
18 Shell, doing all -- doing company trainings, some field
19 rides here and there. So I actually did not start my
20 sales role even meeting my distributors until June of
21 2020.

22 Q. So between --

23 A. Sorry, June of 2019. Excuse me.

24 Q. Yeah. So between January of 2019 when you
25 started and June of 2019 you said it was getting used to

1 Shell, doing some training. What kind of -- what kind
2 of training were you doing during that time?

3 A. I was reading about the products. I was doing
4 online trainings on all the industrial machinery from
5 pumps to gears to hydraulic systems, gas compression, to
6 compressors, natural gas engine, the oil analysis system
7 so I was learning the Shell product lineup because
8 there's a lot of products because industrial is so huge,
9 you know, anything from servicing windmills to turbines,
10 it was a whole new world from a technical debtness,
11 learning the products and understanding the
12 applications.

13 Q. Did you -- was that training provided by Shell?
14 Like it was something they did online?

15 A. I did attend I think at least one -- I know I
16 attended at least one in-person training because we did
17 have a training -- a learning adviser and I was able to
18 attend a training, I recall, in person that lasted a few
19 days.

20 Q. And what was -- what was the subject matter of
21 that training?

22 A. It was related to my role. It was -- it also
23 included some external customers so -- but, yeah, it was
24 related to the equipment, maintenance, I believe some of
25 the products. That's -- that's what I recall.

1 Q. Okay. And you said that was an in-person
2 training. I think you mentioned that in addition to the
3 in-person training you also did some online training?

4 A. Correct. And I consulted with our training
5 adviser about, you know, what different modules should I
6 take, different videos should I watch in addition -- as
7 well as some of the experienced business-development
8 managers like talking on the phone with them, getting
9 advice from them. And then I had a couple field rides
10 where I would go on site and visit some of these places,
11 these plants, industrial accounts to understand how to
12 approach them.

13 Q. Did somebody assist you or go with you for
14 these field rides?

15 A. No. Well, I joined alongside the experienced
16 employee so it wasn't independent.

17 Q. Okay. So it was like a ride-along?

18 A. Right.

19 Q. Yeah. So you went with another employee who
20 was doing the job to see how they did it?

21 A. Correct.

22 Q. Do you recall who took you for the field ride?

23 A. I remember Gary -- what was his last name? --
24 Worley, I think. He was up in Chicago.

25 Q. Okay.

1 A. I remember spending time with Gary. It was
2 about -- what was it, about a week? We started in
3 Chicago and then went up to Green Bay, visited a couple
4 of accounts, got to witness an in-person training on
5 maintaining the equipment and optimization and I did a
6 field ride in Texas with the guy who used to be in my
7 role but he had left and he was doing something totally
8 different. I remember his name was Jess, J-E-S-S. I
9 don't remember his last name.

10 Q. Okay.

11 A. I do remember spending time with Gib Wheatley.
12 He was a lubrication technician similar -- same role as
13 Lucas Kerley. We visited some accounts and did some
14 training. Those are like the main three that I can
15 recall.

16 Q. Okay. I'm sorry, I'm taking notes. Bear with
17 me.

18 MR. HODGES: I was going to say on the
19 record, we are going on two hours now. Mr. Williams, if
20 you need a break, just let her know.

21 MS. JAMES: Yeah, and we're -- I was
22 thinking I was going to pause maybe 12:30, 12:45 so that
23 we could all just grab a quick bite to eat. Does that
24 sound reasonable?

25 MR. HODGES: That works.

1 Q. (BY MS. JAMES) Okay. And did -- Mr. Williams,
2 with respect to the field rides, I know that you said
3 one of them was with an individual in Chicago and then
4 there were others that you did with Jess who had the
5 role before you as well as Gib Weebley?

6 A. Gib Wheatley.

7 Q. Weekly?

8 A. I think it's W-H-E-A-T-L-E-Y.

9 Q. Wheatley. Okay. Did you actually -- did you
10 go to any accounts that you began to work with once you
11 actually started performing the role on your own in
12 June?

13 A. No. I was just exposed to some of the
14 applications that I could possibly encounter.

15 Q. And did anyone -- I mean, did Eric, your
16 supervisor at the time, or anyone else ask you to attend
17 those field rides with these individuals?

18 A. No, these were recommendations made by Eric.
19 He had sent e-mails saying, you know, "Carl is a new
20 person on the team. Let's get him -- you know, do some
21 field rides with him in his field to expose him to the
22 industry, some of the applications so he can see it
23 live."

24 Q. What about the in-person training that you
25 mentioned and the online training which I think you

1 described as learning about the external customers, the
2 equipment, the maintenance and the products? For that
3 training, I mean, did Eric ask -- you know, ask you to
4 do that or how did that come about?

5 MR. HODGES: Objection to form. Can you
6 rephrase the question?

7 If you understand the question,
8 Mr. Williams, you can answer. If not, she can rephrase.

9 THE WITNESS: Please rephrase.

10 Q. (BY MS. JAMES) How did the training -- the
11 online training and the in-person training that you
12 mentioned earlier, how did that training come about?

13 A. My supervisor, Eric, connected me with a
14 training adviser whose name was Kenneth Aucoin and
15 Kenneth made me aware of an in-person training that he
16 was doing and he recommended online modules that I
17 should take.

18 Q. Okay. And these are the activities that you
19 performed or were involved with between your hire date
20 in June of 2019, correct?

21 A. You said my hire date?

22 Q. Yes. I think -- I think you said between your
23 hire date and June of 2019 you did not start your sales
24 role; that you were doing the online training and the --
25 and the ride-alongs in the field. Is that correct?

1 A. That's correct.

2 Q. Okay. In June of 2019 that's when you actually
3 started going out and doing your role as a
4 business-development manager?

5 A. I started to meet my distributors. So it
6 wasn't even -- it wasn't like I was selling day one. It
7 was like, "Carl, this is the owner of this distributor
8 of O'Rourke and MidTex and Breaux Petroleum. These are
9 the distributors that you will support and do
10 ride-alongs." And so even then it was like
11 introduction. I had to, you know, meet these people,
12 get to know them and then start to set up field rides
13 with them, see what the sales pipeline is, see where
14 they need help.

15 Q. Okay. So who -- who introduced you to the
16 distributors?

17 A. The -- the distributor we'll call him icons,
18 the one that we had his name was Jarrett Enochs.

19 Q. Okay.

20 A. He was one that introduced me to MidTex and
21 O'Rourke Petroleum. And then I had Alex Sudyk who
22 introduced me to Breaux Petroleum.

23 THE REPORTER: I'm sorry, it was what
24 Petroleum?

25 THE WITNESS: They're located in Lake

1 Charles, Louisiana. They're called Breaux. That's
2 B-R-E-A-U-X.

3 THE REPORTER: Thank you.

4 THE WITNESS: Thanks.

5 Q. (BY MS. JAMES) And I think -- what was the
6 name of the individual that you said introduced you to
7 MidTex? I'm sorry, I missed that.

8 A. His name was Jarrett, last name Enochs. I
9 think it's like E-N-O-C-H.

10 Q. What was Jarrett Enochs' role with Shell?

11 A. The same role as Steven Stack. He manages the
12 relationship with the distributor from a
13 product-acquisition standpoint, product portfolio, sales
14 goals. Overall more of a high-level business strategy
15 review management. Not directly sales related but
16 more -- more strategy, implementation, goals, yeah.

17 Q. And did Jarrett in that role, did he have an
18 assigned -- specific assigned accounts that he was
19 working with?

20 A. So Jarrett was only responsible for the
21 distributors and the distributors had accounts --
22 existing customers that they were working with,
23 prospects that they were pursuing.

24 Q. Okay.

25 A. Now, he might have helped here and there, you

1 know, to kind of fit in because, like I said, my
2 territory was vacant so many times when an employee is
3 hired there's usually a transition period between an
4 incumbent and the new but I didn't have that.

5 Q. Okay. Was -- you mentioned earlier somebody in
6 the name of Jess who maybe had filled your role
7 previously?

8 A. Yes.

9 Q. Who -- do you recall his last name?

10 A. I do not. I know they called him Jess,
11 J-E-S-S.

12 Q. When you say he filled your role previously --
13 well, I'm a little bit confused because you said the
14 role was vacant and then you had mentioned Jess as he
15 filled your role completely. Can you explain what --
16 clear that up a little bit for me?

17 A. So prior to me being hired, Jess had moved on
18 to a different role, different responsibilities.
19 More -- I think it's like more national account
20 management or account specific so he was no longer
21 supporting the distributors, the accounts that I
22 supported, and I think the role was vacant for eight
23 months or more. I can't remember the exact timeframe.

24 Q. Oh, okay. Got it. Other than Jarrett and
25 Enochs -- sorry, Jarrett and Alex, did anybody else take

1 you out to introduce you to the distributors?

2 A. No, because they were responsible. And this is
3 only during this transitory period --

4 Q. Okay.

5 A. -- during that time because in January of 2020
6 things changed up. I had more accounts, a larger area.

7 Q. So tell me about your -- when you started
8 visiting accounts in June of 2019, what was -- what was
9 your area at that time?

10 A. So I mainly worked with the three distributors
11 that I mentioned which is MidTex, O'Rourke Petroleum and
12 Breaux Petroleum. And so MidTex they were located in
13 San Antonio so they covered like the San Antonio,
14 Austin, South Texas area.

15 O'Rourke has coverage mainly everywhere
16 from Dallas to, what, south of Houston. I guess Corpus
17 Christi all the way to Beaumont.

18 And then Breaux Petroleum in Lake Charles,
19 Louisiana, Baton Rouge and the maybe 250-mile radius or
20 200-mile surrounding area there in Louisiana. But they
21 also have a distribution office and facility in Lake
22 Charles and New Orleans and that's Breaux Petroleum that
23 I'm speaking of so...

24 Q. Got it. And what about MidTex?

25 A. Yeah, they're the ones based out of San

1 Antonio.

2 Q. Okay, got it.

3 A. O'Rourke has an office in Dallas as well as
4 Houston -- Houston. I guess Beaumont, too, yeah.

5 Q. So was your territory -- did -- is it -- is it
6 accurate to call it a territory? Did you have a
7 territory when you were in the business-development role
8 with Shell?

9 A. Yes, it was everywhere my distributors went.
10 Those three distributors I mentioned, their area of
11 coverage.

12 Q. You were actually assigned to three specific
13 distributors and your area tracked whatever area they
14 serviced?

15 A. That's correct.

16 Q. I'm almost to a stopping point.

17 So when you started performing the sales
18 role in June, Mr. Williams, of 2019, did you have any
19 other assigned accounts besides MidTex, O'Rourke and
20 Breaux?

21 A. I did not.

22 Q. Okay. All right. I think for now we can take
23 a break so everybody can grab some lunch. I'm flexible.
24 I know that you want to get finished as early as
25 possible so do we want to try to get back on the record

1 for about 1:30?

2 A. Can we just -- what about 1:15?

3 MS. JAMES: Sure. Sure. Absolutely.

4 MR. HODGES: That works.

5 VIDEO OPERATOR: We are off video record.
6 The time is 12:40 p.m.

7 (Recess taken from 12:40 p.m. to 1:20 p.m.)

8 VIDEO OPERATOR: We are back on the video
9 record. The time is 1:20 p.m.

10 Q. (BY MS. JAMES) All right. Before the break,
11 Mr. Williams, we were talking about your position with
12 Shell from your start date until June of 2019 and then
13 we started getting into the accounts that you were
14 assigned to. You mentioned to me some individuals who
15 worked in different roles from you that were more of a
16 technical role. I have a couple of questions about
17 those individuals.

18 Their names are Jarrett Enochs and Alex
19 Sudyk; is that correct?

20 A. That's correct.

21 Q. Can you tell me what their title was?

22 A. It was indirect channel textile manager.

23 Q. Was that the same title as Lucas Kerley that we
24 talked about earlier?

25 A. No.

1 Q. Did you have a good relationship with Alex and
2 Jarrett?

3 A. Yeah, I would say it was good. You know, it
4 was a good working relationship. We supported the same
5 distributors. The difference is is that I was on the
6 boots on the ground working directly with the account
7 reps and they were mostly only engaging with the sales
8 managers.

9 Q. And who did Alex -- did Alex and Jarrett report
10 to the same person?

11 A. They did not.

12 Q. Who did they report to, each of them?

13 A. It might have been -- I don't recall. I think
14 it was John. I know my supervisor -- all of the
15 business-development managers reported to him. So I was
16 about one of seven or so and then we had to hire some
17 more people.

18 Q. John -- was it John McDonnell?

19 A. I think so.

20 Q. And is that who your manager reported to as
21 well?

22 A. No, he reported to Jesus.

23 Q. Okay. So you think Alex and Jarrett may have
24 reported to John McDonnell?

25 A. I would say.

1 Q. Okay. What was Lucas Kerley's position?

2 A. Let's see, he was considered a technical
3 adviser.

4 Q. Who did Lucas report to?

5 A. I know it was a senior technical guy. I do not
6 recall the name.

7 Q. It wasn't Eric or Xavier?

8 A. No.

9 Q. And you said he -- Lucas was a technical
10 adviser; is that correct?

11 A. Yes.

12 Q. So he was not in a business-development role
13 like yours?

14 A. Correct. He was a technical adviser who would
15 assist me as he and I went on several calls together
16 supporting my distributor in Lake Charles. He was out
17 at Breaux Petroleum.

18 Q. What kind of assistance or support did he
19 provide with respect to your sales calls?

20 A. So we had a couple visits with an account, at
21 least we were trying to get at least one set up where we
22 would walk the plant, we would look for opportunities,
23 check what -- check what type of lubrication they're
24 using. We would look and check how they stored their
25 lubricant, if it's properly stored, if it's labeled so

1 there's no cross-contamination. If they have any oil
2 monitoring systems. We would look and see if they have
3 a maintenance log and, you know, how do they maintain
4 their equipment, is it systemized or do they just create
5 a manual log? So we would find ways to increase
6 efficiencies and reduce costs at these plants.

7 Q. And that would then help you I guess service
8 the client or service the distributor in growing its
9 client base?

10 A. That's correct.

11 Q. Okay.

12 A. Please remind me to share a story with you -- a
13 testimony about Lucas I guess later, unless you want me
14 to share it now.

15 Q. Is that -- I think -- is that one of the
16 incidents mentioned in your -- I think it might be your
17 Complaint or your EEOC charge? I do recall that his
18 name comes up in one of your filings.

19 A. That's correct.

20 Q. I absolutely will ask you about that,
21 Mr. Williams.

22 A. Okay.

23 Q. Now, was Lucas assigned to certain accounts or
24 did he help business-development individuals like
25 yourself just as needed with different accounts?

1 A. It was both. He would support national
2 accounts directly that Shell had and he would also
3 assist business-development managers like myself. But
4 they all have a territory. And I think he lives in
5 Arkansas so he would drive down to Louisiana whenever I
6 needed his support with Breaux Petroleum.

7 Q. Do you know who his national accounts were?

8 A. I think they were accounts perhaps like
9 International Paper. I remember him calling on some
10 paper mills. I kind of remember some of the industries
11 but not necessarily the -- the names. I remember -- I
12 don't -- I remember some of the technical advisers
13 calling -- calling on ArcelorMittal. They produce
14 steel. They were like a national account.
15 International Paper, Schlumberger was one. Not that he
16 called on but some of our direct accounts.

17 Q. Sure. All right. So before the break we were
18 talking about the three client accounts that you were
19 working with including MidTex, O'Rourke and Breaux and
20 where those were located. You said that your role and
21 responsibilities changed at some point in January of
22 2020?

23 A. My -- my -- my role was the same but my --

24 Q. Okay.

25 A. I went from supporting, what, three

1 distributors to seven and my geography changed from, if
2 you remember, mid to South Texas to western Louisiana.
3 I no longer had Louisiana but I -- January I now had the
4 whole State of Texas and the whole State of Oklahoma.

5 Q. And what caused that change?

6 A. They did a realignment. They hired some --
7 some other people. They moved some experienced
8 employees around so they just -- kind of like a market
9 realignment. It dramatically increased my territory,
10 you know, time on the road, because they expect us to be
11 on the road four days a week, every week.

12 Q. Did other people -- you said there was a
13 realignment. Who all was impacted by the realignment as
14 far as you know?

15 A. The business-development managers. So in my
16 business we had industrial business-development managers
17 like myself and we also had transportation. And so that
18 transportation is the same role that I did at Exxon,
19 calling on commercial truck dealers, truck stops and
20 fleets, but there's a team of about I think it was eight
21 or nine of us that represented to Xavier.

22 Q. Oh, and it was both industrial and
23 transportation business-development managers that
24 reported up to Xavier?

25 A. That's correct.

1 Q. The realignment that you mentioned, did that
2 impact both the industrial and transportation
3 business-development managers or just one group?

4 A. Yes, it did. Yeah, it impacted everything.

5 Q. Impacted both groups?

6 A. Yes.

7 Q. So before the realignment you had
8 responsibilities in Texas, Louisiana and Oklahoma?

9 A. No, just Texas and Louisiana.

10 Q. Oh, just Texas and just Louisiana.

11 A. And it wasn't the whole state. Right, it was
12 not the whole state. It was just the area of coverage
13 for Breaux, for MidTex and for O'Rourke.

14 Q. Got it. The realignment, did that change the
15 territories for business-development managers such that
16 they were responsible for the entirety of a region as
17 opposed to select accounts?

18 A. Yes.

19 Q. Select distributors, excuse me.

20 A. Yes, that's absolutely correct.

21 Q. Okay. So instead of being assigned to --
22 directly to specific distributors, now all the
23 business-development managers after the change were
24 assigned to specific areas?

25 A. Well, it was distributors but within a state,

1 of your assigned state.

2 Q. Right. So every distributor within that state?

3 A. Yes.

4 Q. Okay. Did you continue working for the same
5 account after the realignment?

6 A. All of them except Breaux.

7 Q. Did you pick up any new accounts?

8 A. About five.

9 Q. And you mentioned that your territory was all
10 of Texas and all of Louisiana after the realignment?

11 A. No, ma'am, all of Texas and all of Oklahoma.

12 Q. Okay. Sorry about that. All of Texas and all
13 of Oklahoma. I'm glad I asked. Who got the Louisiana
14 territory, do you know?

15 A. I don't remember his name. He was new to the
16 team and he's the one who started working with Breaux
17 Petroleum. I cannot recall his name.

18 Q. What other states did he have besides
19 Louisiana, if you remember?

20 A. It was either two to three states. It might
21 have been -- I would be guessing like big time. Yeah,
22 there was --

23 Q. So you don't know specifically?

24 A. I do not recall exactly his geography.

25 Q. And you can't remember this individual's name?

1 A. Unfortunately I cannot.

2 Q. I was going -- I'm going to show you a
3 document. I'm just getting to it but my computer is
4 moving slowly. I was going to pull up your EEOC charge.

5 Oh, one thing to follow up and confirm. I
6 know you mentioned that at some point after your hire
7 date your manager changed from Eric Boydstun to -- I
8 call him Xavier Puvilland but it sounds like it's not
9 the right way to say it.

10 A. In French they say Xavier.

11 Q. Xavier. Okay. So Xavier became your manager
12 on or around July 1st of 2019. Does that sound right?

13 A. We met around the middle of July. I was
14 introduced and it was effective August 1st.

15 (Exhibit 2 was marked for identification.)

16 Q. (BY MS. JAMES) Let's see. All right, I'm
17 going to share my screen and this will be Exhibit 2.
18 Oh, I have to push "Share." So this is the EEOC charge,
19 Mr. Williams, that you filed against Shell Oil.

20 A. It's a little small.

21 Q. Oh, it is. Okay. Let's see.

22 A. There you go.

23 Q. I was going to let you read through it and then
24 I was going to ask you some questions about the content.
25 So if you want to let me know when you're ready for me

1 to scroll down.

2 A. You can scroll down.

3 Q. And just so you can see the top, I think when I
4 scrolled in for some reason it zoomed in.

5 A. I'm good.

6 Q. Okay. You're good?

7 A. I see there --

8 Q. Is this -- go ahead.

9 A. I just said I see there -- what was it? The
10 next page -- I guess I'll wait until we get to it but it
11 says eight distributors as opposed to seven. I would
12 have to go back and recount -- and count because I know
13 I previously had three and then I -- I think there was
14 like one that was assigned to me but they -- they really
15 were not aligned so it was a total of eight. I see that
16 there. I thought it was seven.

17 Q. You told me seven earlier.

18 A. I might have left one out.

19 Q. That's okay. All right. So we'll mark this.
20 This will be Exhibit 2, your EEOC charge. And I just
21 want to confirm that that is your signature.

22 A. Yes.

23 Q. Is this a true-and-correct copy of the charge
24 you filed with the Equal Employment Opportunity -- I'm
25 sorry, Equal Opportunity -- Equal Employment Opportunity

1 Commission, the EEOC?

2 A. Yes.

3 Q. Okay. And the unlawful actions that you are
4 claiming Shell engaged in include race discrimination
5 and retaliation. Is that -- is that correct?

6 A. That is correct.

7 Q. And you're claiming that for purposes of this
8 lawsuit those are the two unlawful actions that you're
9 claiming Shell engaged in, correct?

10 A. That's correct.

11 Q. Okay. While we're at it, I'd like to get you
12 to take a look at your discovery responses. Let's see,
13 I'm wondering if it would be easier for me -- this is
14 kind of a long document and I'm wondering if it might be
15 easier for me to send it to you via Chat so that you
16 have control over scrolling it through -- scrolling
17 through it on your own. That way -- you know, that way
18 you can just review it. What I'd like you to do is
19 review the interrogatory responses and just confirm for
20 me that they are complete and accurate.

21 A. You said as opposed to looking at them on your
22 screen?

23 Q. Yes, because it's kind of long and I think it
24 would just be easier so that you, you know, had control
25 over the mouse and could scroll down and review it.

1 This is -- these are your written responses to my
2 client's interrogatory requests, the questions that we
3 sent in written discovery where we asked for certain
4 information and you provided the response.

5 A. Okay. So we're going to go through all of
6 these?

7 Q. No. What I'd like you to do is just read
8 through them and confirm -- confirm that the responses
9 are complete and accurate.

10 A. Okay. All 24 pages, right?

11 Q. Actually, it would just be the responses to
12 interrogatories which is on the first, let's see, 16
13 pages.

14 A. Okay.

15 MS. JAMES: And this -- this will be
16 Exhibit 3.

17 (Exhibit 3 was marked for identification.)

18 Q. (BY MS. JAMES) And -- and, Mr. Williams, just
19 so you know, the interrogatory questions and the
20 responses start on page 5. So it would be pages 5
21 through 16.

22 A. Okay.

23 Q. The first couple of pages are the title and
24 just some other things. So I'm going to -- did you see
25 anything come through?

1 A. Yes.

2 Q. You did?

3 A. Yes, I did.

4 Q. Okay. Good. So just for the record in case I
5 forgot to say it the EEOC charge will be Exhibit 2 and
6 Plaintiff's Responses to Written Discovery will be
7 Exhibit 3.

8 A. Okay, Response to Interrogatory 1 looks
9 correct.

10 Q. Okay. Thank you.

11 A. Interrogatory No. 2 looks correct. I see it
12 had the unemployment amount that I had tried to figure
13 out earlier.

14 Interrogatory 3 I see that it's missing
15 Nouryon so I guess we need to make a note of that
16 because I received an offer from Nouryon who is my
17 current employer.

18 Q. Is that the only information that's missing
19 from No. 3?

20 A. Yes. So I would just like to add to
21 Interrogatory 3 -- I mean, I applied, I don't know, 80
22 or 100 times. I mean, a lot, but the ones I listed here
23 are those that I actually had interviews with and went
24 through the process and whether an offer was extended or
25 not extended.

1 Q. Okay. So just to clarify, Interrogatory No. 3
2 asked you about all employers from whom you sought
3 employment following your termination from Shell in
4 March of 2020. Just to make sure I understand, your
5 Response to Interrogatory No. 3 includes employers that
6 you actually interviewed with but you're telling me that
7 it does not include a number of employers where you
8 applied but there was no further steps?

9 A. Correct.

10 Q. Okay.

11 A. Now, I don't know if it's important but I do
12 believe I have a list -- I can get references of all
13 those other companies I applied to.

14 Q. Okay.

15 A. Interrogatory 4 looks correct.

16 Interrogatory 5, everything looks correct
17 except Ashley Phelp's last name is misspelled. And
18 Bradlee Adams was not a customer, he was a distributor.
19 He's a distributor rep.

20 Q. Okay.

21 A. No. 6 looks correct.

22 No. 7 looks correct.

23 No. 8 looks correct.

24 I'm trying to make sure I understand
25 Interrogatory No. 9 that I responded correctly at the

1 time. "Identify each person with the knowledge of any
2 facts or circumstances and all documents supporting the
3 allegations set forth."

4 Q. If you mind, do you have a copy of the lawsuit
5 handy?

6 A. I would have to find it.

7 Q. I can share it.

8 A. The one from T&T?

9 Q. No, the lawsuit that you filed in court. So
10 what that interrogatory asks, Mr. Williams, is what, you
11 know, witnesses -- well, let me get back to it to make
12 sure that I'm -- I'm thinking of the right one. So
13 Interrogatory 9, okay, it asks for each person with
14 knowledge of any facts or circumstances and documents
15 supporting the allegations set forth in paragraph 16.
16 So we're asking you to identify witnesses and any
17 documents that you have to support your allegations that
18 you made in paragraph 16 of the lawsuit that you filed
19 in court.

20 A. Okay. And where is paragraph 16?

21 Q. I'm going to get to that for you. Let's see.
22 So this is the -- this is the lawsuit.

23 A. Okay. Can you give me a copy of that in the
24 Chat as well?

25 Q. Sure.

1 A. Thank you. A lot of these people are not
2 correct. I don't know if this was misinterpreted at the
3 time or what. But to rely on some of the individuals we
4 spoke about earlier, Lucas Kerley definitely. Tamika
5 Greer is missing. Steven Stack is missing. Yeah, those
6 others -- Connie Griffin, Staci Hendon, Paige Chenier,
7 Yinka and Holly Burns -- none of those should be listed.
8 There's some other names that should be added.

9 Q. Okay.

10 A. Tracie Haygood, and that's T-R-A-C-I-E,
11 H-A-Y-G-O-O-D.

12 Q. Damon?

13 A. Damon Higginbotham.

14 Q. Got it.

15 A. Yeah, I guess those would be the main ones kind
16 of like internally with Shell, you know, that can kind
17 of attest to my allegation.

18 Q. Okay.

19 A. So I guess from a witnessing, there were others
20 that I mentioned who could account to my performance and
21 professionalism but I don't know necessarily if that
22 needs to go in here as well.

23 Q. Okay.

24 A. Now, does it?

25 Q. Who -- well, why don't you tell me who you

1 think are witnesses who would testify that -- I think
2 what you're telling me is these are witnesses who would
3 testify that your performance was good and that you
4 exhibited professionalism in doing your job?

5 A. Yes. Yes, that's correct.

6 Q. Okay. Who are those witnesses?

7 A. Lucas Kerley.

8 Q. Okay.

9 A. I would say Gib Wheatley.

10 Q. Okay.

11 A. Okay, let's see, some of the actual distributor
12 reps like Bradlee Adams.

13 Q. Who did Bradlee work for?

14 A. He worked for O'Rourke. He's no longer with
15 them. Ashley Phelps was another.

16 Q. Who does -- who did she work for?

17 A. O'Rourke.

18 Q. Is she still with them?

19 A. Perhaps. I believe so the last time I spoke
20 with her. And there's one more guy from O'Rourke in
21 Dallas -- I can't think of his name -- that I spent time
22 with. Oh, Robert Hernandez.

23 Q. Is he still with O'Rourke?

24 A. I think so. Yeah, I think so.

25 Q. So these individuals that you just listed, they

1 are individuals that you believe would testify as to
2 your good performance and professionalism while you were
3 employed with Shell?

4 A. That's correct. I mean, there's others, too.
5 Like I didn't name any from MidTex. I worked quite a
6 bit with Tiffany Self. She's a rep for MidTex. Let's
7 see, Todd Pitts, he's like a senior salesperson with
8 RelaDyne. Tom Nicholas, he's also with RelaDyne.

9 Q. Was that -- was RelaDyne a distributor,
10 Mr. Williams?

11 A. Yes, it was one of the new distributors that I
12 spent a lot of time with in January.

13 Q. Okay.

14 A. January -- the first quarter of 2020. Jane --
15 Jane Tumlinson, she's a sales manager for MidTex.

16 Q. MidTex?

17 A. Yes, M-I-D-T-E-X.

18 Q. And that's the account that moved to another
19 individual after this realignment occurred?

20 A. No, that was Breaux Petroleum.

21 Q. Oh, I'm sorry. You kept MidTex?

22 A. Yes, because they're in San Antonio, Texas.

23 Q. All right.

24 A. Quality Petroleum was another one. I did quite
25 a bit of work, I starting to, with L. J. Kangas. That's

1 K-A-N-G-A-S. He's the sales manager of Quality.

2 Q. I'm sorry, can you tell me the MidTex -- the
3 individual with MidTex?

4 A. The sales manager's name is Jane, J-A-N-E,
5 Tumlinson. That's T-U-M-L-I-N-S-O-N.

6 Q. Okay.

7 A. And the other rep that I've mentioned that I
8 spent quite a bit of time, her name is Tiffany Self.
9 And I was just talking about Quality Petroleum. L. J.
10 Kangas and I started working extensively with these guys
11 in -- this distributor January or the first quarter of
12 this year, and really started making good progress.

13 Q. Okay.

14 A. And they had a few reps that I spent time with,
15 too. Kevin -- Kevin Simple, Rick Riley, Cody Brewer, I
16 just started to, like... I also want to mention with
17 Breaux Petroleum I spent a lot of time with one of their
18 sales reps named Clayton Rougeou. That's R-O-U-G-E-O-U.
19 I spent extensive time with Clayton.

20 Q. With Breaux Petroleum?

21 A. Yes. Between him and the sales manager -- his
22 name was Michael Mike -- if I remember his last name
23 correctly. I don't -- what was it? I may have him
24 confused with somebody else, Hinderliter or something,
25 but I know the sales manager there was Mike and he was

1 with Breaux Petroleum. There's another Shell employee I
2 want to mention that can also attest to my
3 professionalism and performance. His name is Jim
4 Engleskurkin. He's similar to Lucas Kerley being a
5 technical adviser. And the last one that I would
6 mention who is also a technical adviser is John
7 McGhay. Or John McGhay.

8 Q. Okay.

9 A. So with those corrections, those additions and
10 those removals of removing Connie Griffin, Staci
11 Henderson -- Hendon, Paige Chenier, Yinka, Holly Burns I
12 would question all of those.

13 Q. Okay. And tell me about -- tell me about the
14 reason for removing the individuals that you just
15 identified from this response.

16 A. I -- I guess my relationship -- I don't -- I
17 don't recall who some of these are even listed,
18 especially like Yinka, Paige. I mean, I know Connie,
19 Stacy, Paige and Yinka they're all African-American
20 employees but I didn't work directly with them.

21 Q. Okay.

22 A. Yeah.

23 Q. Who did -- who did those three employees work
24 for or with?

25 A. They were part of total different division

1 lines.

2 Q. Okay. What division was that?

3 A. I have no idea. It varies.

4 Q. Were they with lubricants or --

5 A. No.

6 Q. Okay.

7 A. They could have been with fuels, bio --

8 Q. Okay.

9 A. -- IT.

10 Q. Okay. So neither Connie, Paige or Yinka worked
11 with lubricants?

12 A. Correct. We would definitely remove Holly
13 Burns.

14 Q. And why do you want to remove Holly Burns?

15 A. I guess in my statement she was -- you know,
16 that first document you had me to read from the EEOC the
17 activity -- highlighted there, you know, highlights her
18 behavior and accusations.

19 Q. Okay. So you don't believe she would be a
20 witness who would be supportive of your claims?

21 A. That's correct.

22 Q. Okay.

23 A. So with that that completes Interrogatory 9.

24 Q. Okay. Thank you.

25 A. So I would say exactly -- I'm noticing a carbon

1 copy of names from Interrogatory 9 is the same as
2 Interrogatory 10 so, yeah, we need to remove, Connie,
3 Staci, Paige, Yinka and Holly again.

4 Q. Okay. So it would be the same changes?

5 A. Yeah, but I'm trying to see. So the first
6 Interrogatory 9 supports, you know, those who can speak
7 on behalf of my like professionalism. And, let's see,
8 Interrogatory 10 says, "Please describe in detail all
9 the facts and circumstances supporting your claim that
10 Defendants discriminated against you 'in connection with
11 the compensation, terms, conditions, and privileges of
12 employment or limited, segregated, or classified [you]
13 in a manner that would deprive or tend to deprive' you
14 of an employment opportunity or adversely affected your
15 status because of your opposition based on race, as
16 alleged in paragraph 17 of your Complaint. Identify
17 each person with knowledge of any facts or circumstances
18 and all documents supporting the allegations in
19 paragraph 17."

20 Did you put that in the Chat?

21 Q. I did.

22 A. So, yeah, with this one, let's see, the
23 individuals will be Lucas Kerley, Tamika Greer, Steven
24 Stack, Tracie Haygood.

25 Q. It sounds like the same additions that we

1 talked about in connection with the last one. So far it
2 does.

3 A. Okay, will you repeat the names we mentioned on
4 the last one?

5 Q. Sure. So you mentioned Tamika Greer, Steven
6 Stack, Tracie Haygood, Damon Higginbotham, Lucas Kerley,
7 Wheatley and you also mentioned -- I'm not going to name
8 each individual but various individuals -- some of the
9 distributors like O'Rourke. Those included -- I'll list
10 the individuals for O'Rourke. You said Robert
11 Hernandez, Bradlee Adams, Ashley Phelps. MidTex you
12 mentioned Jane Tumlinson. And then Quality Petroleum
13 you mentioned L. J. Kangas. And you also -- go ahead.

14 A. I see. So, yeah, all those individuals that
15 can support my position on professionalism and
16 performance that defends my case of wrongful
17 termination, racial discrimination, retaliation. Okay.

18 So Interrogatory 10 it pertains
19 specifically to each person related to -- that I guess
20 can attest to race to support discrimination, correct?
21 That can support my -- is that how you interpret the
22 difference between the two?

23 Q. So you're on 10 versus 11?

24 A. No, I'm on 10 versus 9.

25 Q. Okay. So in both of them I'm -- the question

1 is for you to identify witnesses who can support the
2 allegations made in that particular paragraph of the
3 Complaint that's referenced in the question.

4 A. Okay.

5 Q. So it depends on what -- I have to pull up the
6 Complaint.

7 A. So 17 is the Complaint against -- let's see, 16
8 says defendant engaged in unlawful employment practices
9 against plaintiff on the basis of race. Okay. Then 17
10 says, "Defendant discriminated against plaintiff in
11 connection with the compensation terms..." --

12 Q. I think paragraph 17 is -- well, it's another
13 paragraph that states that you were discriminated
14 against based on your race.

15 A. Okay. So they're pretty much the same.

16 Q. Okay.

17 A. Right?

18 Q. Yeah. I mean, both 16 and 17 allege race
19 discrimination. So you just want to -- I just need to
20 know all the witnesses, who would be witnesses who would
21 be able to testify in support of your claim of race
22 discrimination.

23 A. Okay. So when I look at those individuals all
24 that are listed in 9, you know, some of them can attest
25 to race related and then others, you know, race

1 concerns, unfair treatment whether it was just my
2 situation or including their own the few
3 African-Americans that are listed and then some of the
4 others support the performance and professionalism.

5 Q. Right.

6 A. Yeah, so we can just do a carbon copy of both
7 of those.

8 Q. Okay.

9 A. So we would do the same thing for Interrogatory
10 11.

11 Q. Okay.

12 A. Then that will be complete. Now I'm looking at
13 the next one.

14 Q. Okay.

15 A. It's referencing Complaint I guess it was 21
16 "Plaintiff good faith engaged in -- engaged in protected
17 activity, an example making protected complaints
18 regarding differential treatment based on race and sex."
19 So I'm supposed to list -- now on Interrogatory 12, can
20 you just clarify this -- this interrogatory statement
21 and what -- what is it really asking here?

22 Q. I would like -- so you -- it asks for a couple
23 of different things, Mr. Williams. Your attorney what
24 they ultimately provided was a list of witnesses and I
25 just want to make sure I have a complete list of

1 witnesses to any wrongful conduct whether it's, you
2 know, race discrimination, retaliation or any other
3 wrongful conduct that your claims are based on.

4 A. Okay. So it would be that same list.

5 Q. Okay.

6 A. All right. If that's what that's saying. I'm
7 just -- I don't know why it just seems perplexing to me
8 as I read --

9 Q. Well, because probably -- I've asked that
10 question with respect to each individual allegation or a
11 lot of the individual allegations. So it probably seems
12 repetitive but I just need to make sure that I have a
13 complete list of any witness that you would rely on to
14 support your claims of any wrongful action that you are
15 alleging against Shell in the lawsuit.

16 A. Okay. Now I'm reading Interrogatory 13. Yeah,
17 it would be the same. Same group of people, the
18 extensive list.

19 Q. Okay.

20 A. The only thing I would add to Interrogatory 14
21 in regards to my response to the mental anguish and pain
22 was like I sought like extensive massage treatment
23 because my neck and -- like the stress from the incident
24 caused my neck and muscles to like really be inflamed.

25 Q. So you said you would add that you sought

1 treatment from a massage therapist for neck-and-muscle
2 tension?

3 A. Yeah, to help alleviate stress. One of the
4 things about me is when I get in very stressful
5 situations, my muscles tend to tense up and I feel
6 tightness in my neck and traps and all that.

7 Q. Okay.

8 A. So with that said I would consider
9 Interrogatory 14 complete.

10 Now I'm looking at Interrogatory 15. So I
11 consider Interrogatory 15 complete.

12 On Interrogatory 16 in my response I would
13 remove Jarrett Enochs. And I'm not sure if it's fair to
14 keep the HR adviser in there. I just didn't like how
15 she withheld information from me from some of the
16 documents that I was requesting. So I guess that's --

17 Q. The HR person would be Kristia?

18 A. Kristia, yes. And that 1,400-page document she
19 was e-mailing her supervisor somebody and they were
20 telling her to not send me -- e-mail certain things, to
21 wait until I call. You know, just kind of intentionally
22 withholding. I think I was asking for like the employee
23 handbook and some other questions and I didn't like how
24 she was compliant.

25 Q. Okay.

1 A. So now I'm on Interrog -- that completes
2 Interrogatory 16.

3 Now, Interrogatory 17. I don't recall. I
4 don't recall the name of the individual with the EEOC.
5 I just have to assume that that's right unless I can
6 verify that. All representatives from the EEOC, I would
7 have to investigate if that was the person.

8 Q. Okay.

9 A. I don't know if you want me to search through
10 my e-mails and look it up?

11 Q. Well, so this is -- this is -- let me ask you
12 about that, Mr. Williams. So Interrogatory 17 asks that
13 you identify all representatives of the EEOC with whom
14 you or your counsel communicated in connection with your
15 charge or the lawsuit. Your recollection is that there
16 was one individual and you don't recall specifically
17 their name. Is that what you're telling me?

18 A. Yes.

19 Q. Did you personally communicate with someone
20 from the EEOC or did your lawyer do that on your behalf?

21 A. I think my lawyer did it on my behalf because
22 I know they submitted it and in the process I put out
23 some paperwork. I really vaguely remember.

24 Q. Okay. There's one thing -- so I do have a
25 question about one of the interrogatory responses,

1 Mr. Williams, your response to Interrogatory No. 4. We
2 asked you for any and all statements whether written
3 tapes, videotapes or otherwise recorded that you
4 obtained in connection with the claims in this lawsuit
5 and your response in Interrogatory No. 4 states that you
6 are in possession of statements made by Tracie Haygood,
7 Tamika Greer, Lucas Kerley and Kristia Encarnacion.

8 A. Yes.

9 Q. What statements do you have from each of those
10 individuals?

11 A. I have e-mails for some. I'll have to check
12 and see what I submitted. I think I have an e-mail or
13 two and a phone conversation.

14 Q. Okay. So this specific interrogatory,
15 Mr. Williams, was actually really just asking about any
16 written statements that you have, you know, where a
17 witness types up a statement and then signs it as, you
18 know, their statement about facts that happened with
19 respect to your claim. Do you have anything like that
20 from any of these witnesses listed in response to
21 Interrogatory No. 4?

22 A. I do believe I recall submitting an e-mail that
23 I was given permission to share but I don't -- it wasn't
24 formally signed the way you described it.

25 Q. Okay. But it was an e-mail from some -- one of

1 these individuals?

2 A. Tracie Haygood.

3 Q. And did she send you the e-mail?

4 A. Yes, I believe so. Yeah, I'm pretty sure she
5 did. I would just have to, I mean, find it.

6 Q. Do you recall when she sent you the e-mail?

7 A. It would have been in the March or so
8 timeframe. I remember sending it. Let me see if I can
9 find it. Let's see, statement of support.

10 Q. Do you have a copy?

11 A. I do.

12 Q. Did you provide that to your attorneys?

13 A. I think I did. Yeah, it should have been in
14 the repository.

15 Q. I don't think that was produced to us. Would
16 you mind sharing it with your attorney so that he can
17 take a look at it and get it to me? Because this is my
18 only chance to ask you questions in connection with your
19 lawsuit and I have noticed that Response to
20 Interrogatory No. 4 stated that you were in possession
21 of statements and we asked not only that you identify
22 any statements, that you also produce statements.
23 Remember following the interrogatories we provided
24 requests for production where we asked that you provide
25 certain documents. One of the categories of documents

1 that we requested, Mr. Williams, were any statements
2 that were identified in the interrogatory responses and
3 we did not see a statement from Ms. Haygood. I did
4 write to your attorneys last week and I did not receive
5 anything in response and since this is my only
6 opportunity to talk with you before, you know, any trial
7 in this case, I'm hoping that I can get a copy of what
8 you're talking about before we conclude this deposition
9 so that I can ask some questions about it. So if you
10 wouldn't mind -- but I would like for you to just send
11 the statement to your attorney so that he can take a
12 look at it and make sure that there's no privileged
13 information in it and that it can be produced to me.

14 But what you've described to me,
15 Mr. Williams, you said that you -- you have an e-mail
16 from Tracie Haygood. Is the subject line "Statement of
17 Support"?

18 A. Yes, it is. And, Attorney Hodges, I sent it to
19 you, sir. You should have it.

20 MR. HODGES: I have it here. I'm looking
21 over it. Then I'll send it over to you shortly.

22 MS. JAMES: Thank you.

23 THE WITNESS: May I have a five-minute
24 break?

25 MS. JAMES: Sure.

1 VIDEO OPERATOR: We're off video record.

2 The time is 2:29 p.m.

3 (Recess taken from 2:29 p.m. to 2:46 p.m.)

4 VIDEO OPERATOR: We're back on the video
5 record. It is 2:46 p.m.

6 Q. (BY MS. JAMES) All right. So I do have a copy
7 now, Mr. Williams, of the statement that you obtained
8 from Ms. Haygood. And it looks, Mr. Williams, like an
9 e-mail that she sent you on June 22nd, 2020, with the
10 subject line "Statement of Support" and she says at the
11 end -- Mr. Williams, I have a question about the
12 statement. She says, "Best wishes in your arbitration
13 next week." What -- what is she referring to by
14 "arbitration"?

15 A. We had a mediation meeting through Shell's
16 Resolve program. I guess you didn't know that?

17 Q. Well, I thought that's what it meant but I was
18 just confirming. Yes, I did realize there was a
19 mediation through the Resolve program but the reference
20 to arbitration threw me off so I just wanted to make
21 sure that that's what it was referring to.

22 A. Okay.

23 Q. Tracie Haygood, Mr. Williams, how do you know
24 her from Shell?

25 A. Let me -- we met at Shell. They have affinity

1 groups and we're both African-American and she actually
2 used to work with my manager who terminated me, Xavier,
3 and so she -- she kind of sympathized with me with his
4 actions because she's seen, I guess, questionable
5 behavior by him and how he treats other employees.

6 Q. Okay. Now, was Xavier Ms. Haygood's
7 supervisor?

8 A. I don't -- I don't -- I don't recall if she
9 reported to him or she just kind of supported him. You
10 know, sometimes you kind of work with people on a
11 project or something but I do not -- I'm not sure if she
12 was a direct report or not but I know she had quite a
13 few commercial business engagements with Mr. Xavier and
14 there was just questions about his leadership style, you
15 know, the way he'd treat employees that -- that -- that
16 she saw consistent.

17 Q. Okay. Can you be more specific about what
18 those questions were?

19 A. I would -- I would have to look at her
20 statement but right now, I mean, I would be trying to
21 recall a verbal conversation I had with her and it would
22 be unfair for me to misquote her but I do know that
23 there was questionable leadership, maybe unfairness.
24 Even -- even my peers like Tamika Greer she had managers
25 that were similar to Xavier in other roles before he got

1 in position like my predecessor -- his predecessor Eric,
2 the guy who hired me, Eric Boydstun, and there was
3 questions amongst management and tenured employees about
4 Mr. Xavier's qualification to have that position.

5 Q. Okay. So I think the question that you
6 mentioned that Ms. Haygood had about Xavier you said
7 that you do not recall the exact questions; that you and
8 her discussed them in verbal conversations; is that
9 correct?

10 A. That's correct. I do not have a written
11 statement from her detailing her concerns and
12 interactions with him.

13 Q. Okay.

14 A. I obtained a statement of support that she
15 wrote. As you can see, it -- it details similar
16 discriminatory treatment that she encountered at Shell.

17 Q. Okay. So about Xavier, do you recall any
18 specific circumstances or complaints that Ms. Haygood
19 expressed to you about Xavier? Xavier, excuse me.

20 A. Because I used to say Javier -- I used to live
21 in Miami so I would say Xavier, I would say Xavier and
22 I'm not used to French so I had to practice it.

23 Q. Yeah.

24 A. But I recall her saying things like lack of
25 trust. You know, you've got to be on your toes with

1 this guy. He don't seem like he has your -- my best
2 interests in mind. You know, kind of stern, difficult
3 to work with, not -- not personable, not approachable.
4 Those are some of like the characteristics in which she
5 described her interactions with him.

6 Q. Okay. Can you recall any other description of
7 Xavier that Ms. Haygood gave Xavier specifically?

8 A. I don't remember like specific names or
9 anything but there were comments made about his -- his
10 management style and how he treat people and there were
11 elements of unfairness in there from her comments. Kind
12 of like preferential towards certain employees. That
13 type of behavior.

14 Q. Okay. Any other criticisms that Ms. Haygood
15 expressed to you about Xavier or his management style?

16 A. From her interaction that was the main one is
17 just really, you know, seems like a person who could,
18 you know, I guess kind of throw you under the bus, you
19 know, your Ps and Qs. You know, she's seen him just
20 kind of I guess take advantage of people I guess to get
21 to where he got to but -- and even that was a question
22 within itself. For example, my other counterpart,
23 Tamika Greer, you know, she was former Exxon on the same
24 team as I reporting to Xavier. You know, she made
25 comments about, you know, his style, his sternness, some

1 of the -- some of the last-minute requests, unreasonable
2 expectations to be on the road for four days a week,
3 because all that was a change, you know, even time on
4 the road but even Tamika herself similar to the
5 sentiments -- the statement of support you read from
6 Ms. Haygood, Tamika also shared with me that she was
7 passed over from -- from -- for some positions and even
8 denied bonuses and as a result I believe it was in 2019
9 she had filed a complaint to HR and an EEOC complaint
10 and she shared that with me.

11 Q. Okay. So I want to make sure that for
12 Ms. Haygood, Mr. Williams, I'd like to make sure that
13 you've told me about all the complaints or issues that
14 Ms. Haygood raised with you and then we can talk about
15 Tamika.

16 My understanding is Ms. Haygood told you
17 that she had questions about Mr. -- Xavier's treatment
18 of some people, his management style. She mentioned
19 things like lack of trust; that she had to be on her
20 toes, he was difficult to work with, not approachable,
21 and that there was preferential treatment for some
22 individuals. Is that correct?

23 A. That's correct.

24 Q. And you said -- do you recall the role that
25 Ms. Haygood worked in?

1 A. I don't recall the exact role.

2 Q. Was she on -- was she in -- within your -- did
3 she work within your group?

4 A. Not when she worked with Xavier. This is
5 before she was in the role.

6 Q. So she was not one of the business-development
7 managers reporting to Xavier?

8 A. That's correct.

9 Q. Okay. Tamika, on the other hand, was one of
10 the business-development managers who also reported to
11 Xavier like you did?

12 A. That's correct.

13 Q. Was Tamika on the transportation side or on the
14 lubricant side?

15 A. Well, all of it is lubricants.

16 Q. Oh, I'm sorry, transportation or industrial,
17 excuse me.

18 A. Industrial. Yes, she was.

19 Q. She was industrial just like you?

20 A. Yes.

21 Q. Okay.

22 A. She just had been doing it for about four
23 years, you know, before -- you know, I was a newbie in
24 industrial.

25 Q. Okay. Got it. Other than Tamika and

1 Ms. Haygood, did anyone else raise any issues about
2 Xavier?

3 A. I mean, other than the other direct reports
4 that -- that reported to him, the other team members,
5 there was Bob McDonald who reported to him, some name
6 some other -- we had a new guy named Eugenio --

7 Q. Okay.

8 A. -- who reported to him.

9 Q. Is Tracie Haygood the only one outside of the
10 business-development -- business-development managers
11 who reported to him that raised concerns that she had
12 about him with you?

13 A. Yes, that they had other previous engagements
14 with him, yes.

15 Q. Okay. And the examples that you just -- that
16 you gave me that she raised as far as questions about
17 Xavier, they were all, you know, I guess general
18 questions or issues like, you know, you mentioned lack
19 of trust, have to be on your toes, he's difficult, not
20 personable, not approachable, she had questions about
21 his management style. Did she ever give you any
22 specific examples of any of those issues?

23 A. Not -- that was over a year and a half ago.

24 Q. Okay. I understand.

25 A. I can't recall.

1 Q. So you don't recall any specific examples that
2 she shared with you with respect to any of these issues?

3 A. Not like -- not like employee names but she
4 remembered incidences. You know, she stated incidences
5 the way that he acted and behaved and responded to
6 situations and even to her that was -- that was very
7 difficult.

8 Q. Do you recall any specific examples that she
9 shared with you?

10 A. I do not recall the exact situation.

11 Q. Okay. Did she ever share any examples of
12 preferential treatment with you?

13 A. That's supported in her statement.

14 Q. Okay. I -- so I did not read her statement to
15 be directed at Xavier. I thought it was more about her
16 role and potentially people she reported to.

17 A. Uh-huh.

18 Q. Do you know whether any of the issues she's
19 raising in her statement has to do with Xavier?

20 A. I do not know that particular in her statement.
21 I wish I would have requested that statement in specific
22 to Xavier. That would have been easier.

23 Q. Now, you mentioned that Tamika also raised
24 concerns about Xavier and that it's your belief that she
25 charged an EEOC charge and HR complaint in 2019?

1 A. It might have been 2019 or 2018 because she had
2 been in the role for several years. I think she
3 actually filed, you know, before Xavier.

4 Q. Okay.

5 A. Yeah. I think she filed before Xavier.

6 Q. Okay.

7 A. For doing the same thing.

8 Q. Just to clarify, the EEOC charge and HR
9 complaint that you believe she filed were things that
10 she filed before she reported to Xavier or Xavier,
11 excuse me?

12 A. I do believe that's correct, yeah, but I think
13 her experiences -- I mean, you know, Xavier is the
14 direct manager or supervisor but I guess there was just
15 a line of perhaps a management question of unfair
16 treatment, you know, even upper management to
17 well-performing African-American employees. And Tamika
18 explicitly told me that her previous supervisor who was
19 a lady stated that -- who was in the same position as
20 Xavier came into as a manager that there was questions
21 about management, about his qualifications in that job
22 to be a manager. They didn't think he was qualified.

23 Q. Okay. And I'll come back to that in a minute.
24 One more question about the EEOC charge. Tamika told
25 you that she had filed an EEOC charge in either 2018 or

1 2019?

2 A. That's correct. I think it was 2018.

3 Q. Okay. She also told you that she filed an HR
4 complaint in 2018 or 2019?

5 A. Yes.

6 Q. Okay. Did you ever see a copy of the EEOC
7 charge or the HR complaint that she told you about?

8 A. I did not. That's -- that's confidential. I
9 mean, she wouldn't -- she wouldn't -- yeah, I didn't
10 even ask.

11 Q. Okay. Did she tell you what specifically she
12 complained about in either the HR complaint or the EEOC
13 charge that she filed?

14 A. It was related to being passed over for
15 promotions and bonuses which -- which according to her
16 sales goals and metrics she had obtained but then
17 somehow the calculations they did or something didn't
18 correspond to her performance so she said, you know,
19 other -- other white male counterparts was getting
20 different roles and advancements over her despite her
21 performance and her being an experienced employee. You
22 know, taught well at Exxon. Performed well. Yeah,
23 those were her complaints. That's what it was due to.
24 I mean, even up until the time before my termination she
25 was complaining about not potentially achieving her

1 bonus and, you know, was still kind of disgruntled by
2 that and she had many complaints about Xavier herself.

3 Q. Okay. Now, the HR complaint and the EEOC
4 charge related to being passed over for promotions and
5 bonuses, you said that -- that was filed before Xavier
6 was her supervisor, correct?

7 A. Yes.

8 Q. Okay. Now, tell me, did she -- did she ever
9 have any discussions with you about what she considered
10 to be unfair treatment by Xavier?

11 A. She expressed to me that he was like
12 inconsiderate and insensitive about the requirements of
13 the travel expectations and the administrative requests
14 that he imposed upon the business-development managers.

15 Q. Okay. Any other specific complaints that
16 Ms. Greer raised with you about Xavier?

17 A. Other than that he was strict and stern and
18 difficult to -- to work with and kind of like that last
19 of trust kind of consistent with what Ms. Tracie Haygood
20 said, you know, similar sentiments.

21 Q. Okay. I want to turn now to your claims.
22 We'll come back to your witnesses and talk a little bit
23 more about those later in the deposition but I'd like
24 to -- if you could look again at the EEOC charge and
25 I'll share my screen with you.

1 So you filed the charge it looks like
2 August 25th of 2020 and you checked off where it asked
3 you to check off "Discrimination based on:" you checked
4 off race and retaliation. Do you see that?

5 A. Yes.

6 Q. You did not check off discrimination based on
7 sex. Do you see that?

8 A. Yes, I do see that.

9 Q. Okay. Did you ever file any other EEOC charges
10 of discrimination or any charges with the Texas
11 Workforce Commission where you claimed discrimination
12 based on sex?

13 A. I do not recall.

14 Q. You don't recall?

15 A. No, I do not believe I've done it. This is the
16 only time I've filed an EEOC.

17 Q. So this is the only charge that you've filed
18 with the EEOC?

19 A. Yes.

20 Q. Okay. I'm just going to go to Interrogatory
21 No. 16. We had asked you -- so your EEOC checked off
22 race and retaliation as the basis of the unlawful
23 actions you are alleging against Shell. So in
24 Interrogatory No. 16 we asked you to identify any and
25 all persons that you claim engaged in discrimination or

1 retaliation against you and we talked about your
2 response to Interrogatory No. 16 a little bit earlier in
3 your deposition but you listed in response the following
4 individuals: Jesus Guerrero Herrera, Kristia
5 Encarnacion, Jarrett Enochs, Clement Delahunt and Holly
6 Burns. Do you see that?

7 A. Yes. I notice Xavier is missing.

8 Q. Okay. So you would add Xavier to that list?

9 A. Most certainly would. Right at the top.

10 Q. Okay.

11 A. And as I mentioned before, I would remove
12 Jarrett Enochs.

13 Q. And what about Kristia Encarnacion?

14 A. I had mentioned -- I was kind of questioning
15 him about it like she's HR but I read in that 1,400-page
16 document that she kind of withheld, you know, some
17 information from me that she could have produced like
18 the handbook and so forth but I don't -- I'm kind of
19 torn between whether or not she should be there or not
20 but...

21 Q. Okay. Is the only basis for including her in
22 this list the fact that she did not provide you with
23 copies of the employee handbook when you asked for them?

24 A. Yeah, there's like a employee handbook and
25 another question I asked and her supervisor, whoever she

1 spoke to, they told her to withhold that information, to
2 wait for me to ask for it again and then if I asked for
3 it and if I called, then she'll provide it. I just -- I
4 don't know.

5 Q. Okay. Can you remember any other documentation
6 that you asked Ms. Encarnacion for other than the
7 employee handbook?

8 A. Yeah, there was -- there were several things.
9 Another one was like when they terminated me, they told
10 me that I would get paid for all of my unpaid vacation
11 days and they didn't do that. And I asked for a record
12 of that and, you know, why and Xavier told me himself
13 that he would do that; that I would get that, but then
14 they said, well, because you were terminated -- because
15 I get -- all my vacation days are prorated. I get -- I
16 had like four weeks, 20 days of vacation, and so I think
17 I had used like three or something and I had like 17
18 vacation days and I had asked her about the policy or
19 whatever on that and there was nothing produced on it
20 and she said, well, despite Xavier said I would get paid
21 on it she said that, "Well, I guess there's something
22 about since you were terminated, you -- then your
23 vacation defaults to how many hours that was accrued."

24 Q. So you had asked for a policy related to
25 payment of vacation after termination of employment and

1 she did not provide you with the policy? Is that what
2 you're stating? I understand that the -- you're also
3 telling me about not getting paid for the vacation time
4 you thought that you were going to get paid for but
5 remember, Mr. Williams, my question was what documents
6 or information did Ms. -- did you ask for that
7 Ms. Encarnacion withheld from you. Remember? So I'm
8 just trying to find out what documents she did not
9 provide or didn't -- withheld when you asked for them?

10 A. It was mainly the employee handbook.

11 Q. Okay.

12 A. Yeah, yeah. That's the main one.

13 Q. So that's -- that's the one -- that's the only
14 document you can recall asking Ms. Encarnacion for?

15 A. Yes.

16 Q. And this was in connection with I believe you
17 were communicating with her after you were terminated;
18 is that correct?

19 A. That's correct.

20 Q. Okay. And she never provided you with a copy
21 of the handbook?

22 A. Yes, yes. She was told I guess by her manager
23 or something they said it's available online on the
24 intranet but when you're terminated you no longer have
25 access to the company internal system.

1 Q. Okay. And is Ms. Encarnacion withholding of
2 the employee handbook when you asked for it, is that the
3 only reason that you have her included in this list of
4 individuals in response to Interrogatory No. 16?

5 A. That is the only reason.

6 Q. Okay. So let's -- let's talk about the list.
7 I think I'm going to go from the bottom up. So let's
8 talk about Holly Burns. What did Holly Burns do to you
9 that you believe was discriminatory or retaliatory
10 treatment?

11 A. Did you see the statement? I guess that was --
12 maybe that was the top of the EEOC complaint. I saw the
13 description.

14 Q. Okay. I do recall that the -- the EEOC
15 complaint and your lawsuit refers to an incident with
16 Ms. Burns that occurred soon after you began your
17 employment with Shell. Is that what you're referring
18 to?

19 A. Yes. Yes, ma'am.

20 Q. Okay. Are there any other reasons other than
21 that incident that you included Ms. Burns in this list
22 of individuals in response to Interrogatory No. 16?

23 A. No, that -- that was the only reason.

24 Q. Okay. So that -- that incident is the only
25 reason that you've identified her as someone who

1 discriminated against you or retaliated against you?

2 A. That's correct. Do I need to re -- to recount
3 what took place?

4 Q. We'll talk. I'm going to ask you about that
5 for sure, yeah.

6 A. I wasn't sure because you brought up her name
7 so...

8 Q. Yep, I'm going to ask you about that. I'm
9 going to just continue to go through these names and
10 then we'll talk a little bit more about the incident in
11 just a bit. Okay?

12 A. Understood.

13 Q. All right. So Clement Delahunt, why did you
14 include Mr. Delahunt in this list of individuals who you
15 believe discriminated or retaliated against you?

16 A. That's also listed as well in the lawsuit and
17 the EEOC.

18 Q. Okay. I do recall that there -- you describe
19 an incident with Mr. Delahunt in either the lawsuit, the
20 EEOC charge or both. I think he -- that is the
21 individual that you claim grabbed your backside; is that
22 correct?

23 A. That's correct.

24 Q. Okay. Is the basis for including Mr. Delahunt
25 in this list of individuals who discriminated against

1 you or retaliated against you the incident that's
2 discussed in your Complaint and the EEOC charge?

3 A. Yes. It's his action and more so even
4 management's reaction to that.

5 Q. Okay. Well, we'll get to that in a second.
6 Are there any other reasons that you can include
7 Mr. Delahunt in this list of individuals who you allege
8 discriminated or retaliated against you outside of his
9 involvement in the incident where he grabbed your
10 backside?

11 A. I cannot.

12 Q. So no other reason, correct?

13 A. That's correct.

14 Q. Now, you said management's reaction to the
15 incident with Mr. Delahunt. Who are you referring to
16 within management that you claim reacted in a way to the
17 incident with Mr. Delahunt that was either
18 discriminatory or retaliatory?

19 A. So I had two employees who witnessed the
20 incident and they were Steven Stack and Damon
21 Higginbotham. And they saw when Mr. Delahunt, you know,
22 grabbed my behind and they saw me turn around
23 infuriated, you know, confronting Mr. Delahunt about it
24 and -- yeah. He -- he grabbed me and said I had a nice
25 ass. And I, you know, pretty much told him not to put

1 his hands on me and this and that and so my co-workers
2 just kind of moved me to the side. They told my hiring
3 manager, Eric Boydstun, about what happened because he
4 was right there. He was advised what happened and he
5 simply told Mr. Delahunt, you know, what -- to go to his
6 room; that he's done for the night. There was no other
7 action or engagement of disciplinary actions taken. I
8 felt, you know, kind of vulnerable, you know, about the
9 whole situation and I really felt kind of threatened to
10 file an HR complaint. You know, I'd only been with the
11 company, what, ten months, nine months and then, you
12 know, I had that first incident with Holly and that
13 wasn't a good look so early with the company and then
14 having this incident and, you know, I'm more focused on
15 trying to perform because this happened like in October
16 and I really just started working, I mean, with my
17 customers like in June so it was just -- you know, just
18 trying to establish a good reputation at Shell but --
19 yeah, that just really made me feel uncomfortable.

20 Q. Okay. And -- so let's -- let's talk about that
21 for a minute. You said that you told Mr. Boydstun about
22 the incident; is that correct?

23 A. I did but my peers -- Steven Stack, you know,
24 did as well. Steven Stack, Damon Higginbotham. They
25 say, "Hey, man, you know, the guy..." -- Clyde --

1 Clement said, "You know, you touched Carl on his rear
2 end. You know, Carl was upset. You know, it was
3 unnecessary. You know, Carl did not, you know,
4 strike -- you know, engage in any physical activity with
5 Mr. Delahunt." And so the action taken by management
6 was simply to tell him to go to his hotel room.

7 Q. Okay. Was that -- I think -- was that -- I
8 think there was a celebration mentioned in connection
9 with that incident. Was that -- I mean, were employees
10 drinking and having a good time at that incident or at
11 that -- when that incident occurred?

12 MR. HODGES: Objection: form.

13 Q. (BY MS. JAMES) You can still answer the
14 question.

15 A. I guess -- I don't understand the basis.
16 What's the reference of the question?

17 Q. So in your description of the incident with
18 Mr. Delahunt in your EEOC charge you describe the event
19 at which the incident occurred as a company celebration
20 event in Miami. And this is from your EEOC charge. And
21 so my question, Mr. Williams, were employees drinking at
22 that event?

23 A. Yes, there was alcohol served at that event.

24 Q. Okay. Do you think Mr. Delahunt was at all
25 impaired by alcohol when that incident occurred?

1 MR. HODGES: Objection: speculation.

2 You can answer to the best of your ability,
3 Mr. Williams.

4 THE WITNESS: I'm sorry, what did you say?

5 MR. HODGES: You can answer to the best of
6 your ability.

7 THE WITNESS: Okay. And -- and, Attorney
8 James, you said do I think alcohol is a factor?

9 Q. (BY MS. JAMES) Yeah. Was Mr. -- did
10 Mr. Delahunt appear to you to be at all impaired or
11 impacted by alcohol?

12 A. I mean, I don't know his tolerance level or
13 anything. I didn't see him grope anybody else -- you
14 know, no other men or women -- so I cannot account for
15 his level of sobriety but I can only tell you what
16 happened -- what I experienced. There were no other
17 complaints about his behavior that night.

18 Q. Okay. And you mentioned in describing the
19 incident that occurred you said that he grabbed your
20 butt and told you you had a nice ass. Did he do
21 anything else that offended you or that you considered
22 offensive besides grabbing your butt?

23 A. That was about it and that was enough on his
24 own.

25 Q. Okay. So no other physical action by Mr.

1 Delahunt that you were offended or insulted by?

2 A. Well, just -- just -- just his action and the
3 way he said it and looked at me.

4 Q. Right. Yeah. So I was just curious about any
5 other physical action but I was going to ask you about
6 the comment in a minute. But as far as any other
7 physical action besides grabbing your butt, were there
8 any other physical actions by Mr. Higginbotham that you
9 were offended or insulted by?

10 A. That was Mr. Delahunt and, no, there was no
11 other action by Mr. Delahunt.

12 Q. Okay. And then as far as the comment that he
13 made, were there any other comments that he made during
14 that incident that you were offended or insulted by?

15 A. It was just when I turned around and saw what
16 happened and who did it and he saw me looking infuriated
17 at him trying to figure out what was going on, what
18 happened, he simply looks at me and says, "What? You
19 have a nice ass."

20 And I'm like, well, as though that's
21 justifiable to behave that way in a corporate
22 environment, you know, to violate another man because I
23 know if that happened to a female employee, he would be
24 terminated and the female employee would not have to
25 file an HR complaint. I'm sure the manager would take

1 care of that.

2 Q. Okay. Did Mr. Delahunt make any other comments
3 besides what --

4 A. No.

5 Q. -- you have a nice ass during the incident in
6 question?

7 A. No. He was just disgruntled that he was asked
8 to leave as though he didn't understand what he did.

9 Q. How do you know he was disgruntled?

10 A. Because Eric Boydstun escorted him away and,
11 you know, he kind of did it reluctantly with a
12 disgruntled look on his face.

13 Q. And you're referring to Mr. Delahunt or
14 Mr. Boydstun?

15 A. No, no, no, Mr. Delahunt --

16 Q. Okay.

17 A. -- my previous supervisor, was made aware by
18 Mr. Stack and Mr. Higginbotham what he did and
19 Mr. Boydstun escorted him away from the area.

20 Q. Okay. But it was Mr. Delahunt that had the
21 disgruntled look on his face?

22 A. Yes.

23 Q. And what do you mean by that? He -- he looked
24 angry? Upset?

25 A. Yeah, he was upset as though he didn't do -- as

1 though he didn't do anything wrong.

2 Q. So Mr. Boydstun told him to leave and go to his
3 room?

4 A. Yes.

5 Q. Okay. And this was at a hotel, I'm assuming?

6 A. Yes, it was, in Miami.

7 Q. Okay. Did you raise this incident with any
8 other member of management besides Mr. Boydstun?

9 A. I did not.

10 Q. Did you have any further conflicts with
11 Mr. Delahunt?

12 A. I did not. It was just a little awkward seeing
13 him in passing. There was no apology or anything
14 either.

15 Q. Okay. Did you have any discussions with
16 Mr. Boydstun about what discipline you believed
17 Mr. Delahunt should receive?

18 A. I recall talking to Mr. Boydstun about the
19 incident, you know. He asked me if I was, you know,
20 okay at the time, you know, afterwards.

21 Q. What did you tell him?

22 A. I told him that I was upset about the entire,
23 you know, incident. You know, that I just felt
24 vulnerable and threatened and I really felt helpless
25 kind of being a new employee with the fear of

1 retaliation what would happen if I filed an HR
2 complaint.

3 Q. Did you tell Mr. Boydstun that?

4 A. I did not verbalize that opinion, those
5 thoughts, to Mr. Boydstun.

6 Q. Okay. So you didn't tell Mr. Boydstun that you
7 were afraid of retaliation if you filed an HR complaint,
8 correct?

9 A. That's correct.

10 Q. But you told him that you were upset and you
11 felt vulnerable and threatened?

12 A. That's correct.

13 Q. Did you tell Mr. Boydstun any -- anything else
14 when he asked you whether you were okay?

15 A. Not that I can recall. I just, you know,
16 recall, telling him I was upset. You know, I just felt
17 violated and that's, you know, basically what I told
18 him. And it was a humiliating feeling.

19 Q. What did Mr. Boydstun tell you in response?

20 A. He just wanted to make sure that I was okay
21 like -- like emotionally and just almost -- almost like,
22 you know, just -- you know, just -- you know, just kind
23 of shake it off. He sent, you know, Mr. Delahunt to his
24 room and, you know, kind of just like, you know, almost
25 like go back to -- to enjoy your evening. You know,

1 kind of like don't let this chill your spirit.

2 Q. Did you stay at the event after that?

3 A. I recall the event concluding shortly
4 thereafter. It wasn't -- that was at the tail end of
5 the event. I mean, I didn't leave immediately. You
6 know, I recall talking to Steven Stack and Damon
7 Higginbotham about what happened and, you know, how I
8 felt about it and, you know, eventually that was -- that
9 was it. I was just in total disbelief. Just totally
10 appalled.

11 Q. Did you raise the incident with -- ever again
12 with Mr. Boydstun after that night?

13 A. I do not recall contacting Mr. Boydstun. You
14 know, at that time he was no longer my manager, it was
15 Xavier, you know, like I said, my focus was to try to
16 have a good impression with Shell with my first year of
17 employment.

18 Q. Okay. And I think -- I asked you earlier about
19 why you believe the incident was motivated by
20 retaliation and -- or discrimination or retaliation and
21 you mentioned management's reaction was what was
22 motivated by discrimination or retaliation. Is that
23 correct?

24 A. Which event are you referring to?

25 Q. The event with Mr. Delahunt. The incident with

1 Mr. Delahunt in which he grabbed your butt.

2 A. Yes. I -- it's twofold in which I think there
3 were demonstrations of, you know, discrimination --
4 discriminatorial kind of racial treatment, you know.
5 First of all, you have an older white male that thinks
6 it's okay to grab a new, younger employee -- male's --
7 derriere, you know, and then you have another, you know,
8 white male similar age manager that takes, you know,
9 very casual, no harsh action report despite -- despite
10 seeing the discontentment of what happened with the
11 employee who should know the rules when it comes to like
12 sexual harassment in the workplace. So I would expect a
13 manager to, you know, address those things, bring those
14 things, offer some type of suggestions and some support
15 but that -- that did not take place. So that's kind of
16 where that preferential, discriminatory behavior comes
17 from -- from the corporate --

18 Q. Did you -- go ahead.

19 A. I was just going to say so the action from
20 Mr. Delahunt himself and the actions from management.

21 Q. Okay.

22 A. The response, rather. Because if that was a
23 white employee, any female regardless of the race, the
24 response would have been much harsher.

25 Q. How do you know that?

1 A. It's consistent with the culture of
2 experiences, you know, that I had, you know, that Tracie
3 Haygood had, that Tamika Greer had, other, you know,
4 just, you know, kind of black employees, you know, it's
5 just -- and their personal experiences. It's almost
6 like -- it's almost like a code, you know, in Corporate
7 America. You know, you're kind of lucky to be there
8 being black and, you know, some things you have to put
9 up and be happy you got a job.

10 Q. Do you know if -- do you know if any older
11 white male employee ever grabbed Tamika Greer on the
12 butt?

13 A. Absolutely not. I do not know that.

14 Q. Do you know of any situation where any other
15 Shell employee was grabbed on the butt by either
16 Mr. Delahunt or any other older white male employee?

17 A. I -- I have no knowledge on that.

18 Q. Do you have knowledge of any situation where
19 Mr. Delahunt or any other older white male grabbed
20 another African-American employee on any other part of
21 their body?

22 A. I do not. I have no knowledge or recollection
23 of any other Shell employee regardless of their
24 background experiencing what I experienced.

25 Q. Okay.

1 A. Excuse me one second. I have to let in pest
2 control.

3 Q. Okay.

4 VIDEO OPERATOR: Recording stopped.

5 (Recess taken from 3:36 p.m. to 3:47 p.m.)

6 VIDEO OPERATOR: We're back on the video
7 record. It is 3:47 p.m.

8 Q. (BY MS. JAMES) Okay. Mr. Williams, before the
9 break we talked about the incident with Mr. Delahunt and
10 we were going through the list of employees that you had
11 listed in response to Interrogatory No. 16. So I'm
12 going to go back to that and ask you about two
13 additional individuals on the list. So you talked about
14 Holly Burns, Kristia Encarnacion, Clement Delahunt and
15 the next one is Jesus Herrera. Am I pronouncing that
16 right?

17 A. Yes.

18 Q. Okay.

19 A. I just put him down because he was complicit.
20 You know, Xavier reports to him so he had to endorse and
21 push for this wrongful racial termination.

22 Q. Okay. So Mr. Herrera is Xavier's manager?

23 A. Yes.

24 Q. And the reason you included him in this list is
25 because you believe he would have approved or

1 participated in the decision to terminate your
2 employment?

3 A. Yes.

4 Q. Is there any other conduct or action on behalf
5 or on the part of Mr. Herrera that you relied on to
6 include him in this list of individuals who you believe
7 discriminated or retaliated against you?

8 A. If I heard you correctly, you said were there
9 any other actions or behaviors of Mr. (Simultaneous
10 speaking) --

11 Q. Yes.

12 A. Not that I can think of other than he gave me a
13 strange look one day.

14 Q. And do you know for a fact that he participated
15 in the decision to terminate your employment or -- or
16 are you assuming that he did because he's Xavier's
17 manager?

18 A. Yes, he had to sign off on it and from that
19 1,400 page document they sent over, he was involved
20 because Xavier --

21 Q. Let me ask this. Before getting our document
22 production did you have any discussions with anyone with
23 Shell or learn of any other information that led you to
24 believe that Mr. Herrera participated in the decision to
25 terminate your employment?

1 A. There was no other discussions that were -- no.

2 Q. Okay.

3 A. But I knew for such a drastic action to take
4 place he had to approve it. That's -- you know, a
5 first-level line manager like Xavier doesn't have the
6 authority to do that.

7 Q. Okay. Are you saying that just based on your
8 experience in Corporate America?

9 A. And what I know. I understand.

10 Q. Yeah. Not that you have some specific
11 knowledge it was Shell policy that said Mr. Herrera
12 would have to approve it, it's just that you're saying
13 that your experience working for a corporation usually
14 when you had a termination someone's line manager would
15 have to approve their decision to terminate?

16 A. It goes all the way up the management chain.

17 Q. Okay. Do you know -- do you know whether any
18 other members of management participated in the decision
19 to terminate your employment?

20 A. Not that I'm aware of.

21 Q. Are you aware of specifically of any other
22 members of management who approved the termination of
23 your employment other than Mr. Herrera?

24 A. From looking at that 1,400-page document there
25 was someone in HR that approved it. There was a lot of

1 back and forth between Kristia and indecisiveness with
2 Xavier saying, "Well, maybe I should issue a written
3 warning, a verbal warning."

4 Then HR said, "Well, we recommend you put
5 him on a performance improvement program."

6 So there's a lot of dialogs in e-mails
7 exchanged. And then Xavier all of a sudden says, "Well,
8 I just want him terminated immediately."

9 Q. Okay. And did you have any conversations with
10 anyone at Shell about that or are you just talking about
11 information that you saw in our document production?

12 A. That's what I saw in the document production.

13 Q. Okay. And you said someone -- other than
14 Mr. Herrera, there was someone else in the HR group who
15 approved your termination?

16 A. Yes.

17 Q. Do you recall that person's name?

18 A. I wonder if I have his name. Not off the top
19 of my head. I would have to look for it.

20 Q. Okay. Anyone else that you believe was either
21 involved in the decision to terminate your employment or
22 approved your termination?

23 A. From a management perspective?

24 Q. Or HR. And -- and I want to know about your
25 independent knowledge just to be clear, Mr. Williams,

1 not necessarily your knowledge based on what's in our
2 documents. I want to know about your individual
3 personal knowledge because I know what's in our
4 documents. This is my opportunity to ask you questions
5 before trial so it's for me to learn anything that you
6 might -- information that you might have that I don't
7 have.

8 A. Understood. There's no personal knowledge that
9 I have.

10 Q. Right. Okay. And you mentioned earlier when I
11 was asking you about actions or conduct by Mr. Herrera
12 other than his involvement in the decision to terminate
13 your employment, you mentioned something about him
14 giving you a look is the only other conduct or action by
15 Mr. Herrera. Will you explain that for me what you mean
16 he gave you a look?

17 A. Being home-based employees we have printers
18 provided by the company.

19 Q. Uh-huh.

20 A. And mine wasn't working and I have this little
21 wagon that I sometimes bring groceries into my apartment
22 and stuff in. It's a little pull behind. And I had my
23 printer in my wagon taking it on campus to the IT
24 department. And in passing I saw Mr. Herrera and he
25 goes -- he was like, "We give you guys printers?"

1 I'm like, "Yes. You know, we work from
2 home. Like is that okay?"

3 And he just shakes his head like, I don't
4 know, it was kind of weird.

5 Q. Okay. And did he say anything else or do
6 anything else that you thought was weird?

7 A. No, no, there's nothing else. I just -- I
8 don't know, I was just like, wow, really?

9 Q. I mean, he didn't accuse you of like -- I mean
10 he wasn't accusing you of theft or anything like that?

11 A. Of course not.

12 Q. Okay. Okay.

13 A. Like they spoil us or give us too much I don't
14 know how you can work from home without a printer.

15 Q. Oh, okay. So you -- you don't really know what
16 his intent was in saying this but you suspect or believe
17 that he may have been insinuating that, you know, Shell
18 spoils its employees by giving them printers?

19 A. We need it for work.

20 Q. Right.

21 A. Yes.

22 Q. But did you think that was his -- was it your
23 appreciation that that was his reaction and why he said
24 what he said about the printer and your wagon?

25 A. Yeah, that was my interpretation.

1 Q. Okay.

2 A. I just thought his facial expression was kind
3 of strange and I was surprised to hear that comment.
4 But there's nothing, you know, that I've experienced
5 from him that is, you know, racial discrimination. You
6 know, no actions other than endorsing my wrongful racial
7 termination. I mean, I've actually had lunch with him
8 and different interactions and, you know, I've always
9 felt, I don't know, positive like from him personally
10 but...

11 Q. Okay. All right. So let's talk about Xavier
12 who I think is the last person you identified as being
13 someone who engaged in discrimination or retaliation
14 against you. So tell me what action Xavier took against
15 you that you believe to be discriminatory or retaliatory
16 in nature.

17 A. Do you want me to go directly to it or give you
18 the background?

19 Q. So let's -- tell me the action -- you know, the
20 specific conduct or the action and then we can talk
21 about the background and the reasons why you believe it
22 was either discriminatory or retaliatory.

23 A. I mean, he terminated me.

24 Q. Okay.

25 A. He -- what was it, in February, the end of

1 February 2020, he said, "Hey, Carl, we're going to meet
2 on March 16th, Monday, and have a meeting to discuss
3 your strategy and the pipeline and how you're going to
4 grow." And then like COVID happened and started to come
5 and we started working remote and so it ended up being a
6 Zoom call. I get on the Zoom and I see him and HR and I
7 was like -- what is -- you know, my heart started
8 palpitating. I was, oh, this is not good. What's going
9 on?

10 And he's like, "Carl, effective today
11 you're immediately terminated due to your performance."

12 And I was like, "Excuse me? What do you
13 mean my performance? You guys just paid me a
14 performance bonus last month. How is this a
15 performance-related issue? My performance review was
16 back in October and it was somewhat positive for the
17 most part considering my short tenure with the company."

18 And so in February I was working with my
19 distributor O'Rourke and the sales manager, Scott Field
20 and I, a new employee named Adrianna Pierce, we had a
21 customer visit in Port Arthur, Texas at a customer named
22 German Pellet, we were doing like a site assessment.
23 Everything went well during the visit. You know, the
24 customer was very like colloquial and social. In our
25 discussion it was very kind of light hearted. We had

1 lunch and I had asked Mr. Scott Fields with O'Rourke
2 Petroleum, the sales manager, questions about, you know,
3 strategy, employee sales force as far as resources,
4 extra -- extra support from some of Shell's aligned
5 technical services and Shell had recently -- I had
6 mentioned RelaDyne earlier, one of my distributors that
7 I started working with in January. And Shell had
8 recently -- RelaDyne has a separate division called
9 Reliability Services and Shell endorsed them to be a
10 nationwide service provider for technical service at
11 plants. And that was a service that O'Rourke did not
12 offer. And I asked Mr. Fields if he had considered
13 utilizing RelaDyne Reliability Services for their
14 technical support. And he got infuriated with me and at
15 lunch with his new employee he even stepped outside and
16 had a smoke and I was like, "Wow, like I didn't realize
17 that there was friction between him and RelaDyne, the
18 other oil distributor company." But I knew that
19 RelaDyne Reliability Services was a separate company on
20 its own. And so, you know, he didn't like the questions
21 that I asked during lunch. He alleged that I was
22 unprofessional during the visit which was untrue and he
23 told -- he sent an e-mail to his boss Ryan who sent an
24 e-mail to John McDonnell who is over the distributors
25 and they said that they don't -- they did not want to

1 work with Carl anymore. He said I was no longer of
2 value to them. The same guy who for the past six, seven
3 months who thanked me for helping his employee up in
4 Dallas, Robert Hernandez, helping him grow business for
5 an account in Dallas. He thanked me for helping Ashley
6 Phelps in Beaumont area, Houston area, rather. And he
7 also thanked me previously for working with Bradley
8 Adams who is no longer with O'Rourke and he told me that
9 we had a good relationship, Mr. Fields and I. I -- I
10 spent the most time with them out -- out of, you know,
11 even the other two distributors I had, MidTex and
12 Breaux. And I really felt we had a good synergy which
13 is why I was comfortable asking him questions about the
14 business. And he didn't like the questions I asked and
15 he basically threw me under the bus. And because Shell
16 was in contract negotiations with O'Rourke to renew the
17 distribution agreement to buy more product, for more
18 sales, and because O'Rourke said they -- because this
19 incident happened and they missed that negotiation,
20 Xavier decided to terminate me opposed to looking at
21 this incident as something that was unfair to me for
22 doing my job. And that type of response, you know, I --
23 from talking to my white counterparts like Lucas Kerley,
24 he said he's only seen that -- he said that only
25 happened because I was black and he said that I should

1 file a lawsuit. Lucas Kerley told me he's seen an
2 incident with another white male who did similar work in
3 California who had an issue with the distributor like
4 O'Rourke and he said that they simply assigned him
5 another distributor; that there was no retaliatory
6 action like what I experienced.

7 Mr. Lucas also said although he was helping
8 me with Breaux Petroleum in Louisiana when I was working
9 with them, Breaux Petroleum had a senior experienced
10 employee who had a lot of knowledge of the market and
11 the accounts but he would not invite us to do field
12 rides with him to help pursue the business. He would
13 call Lucas Kerley directly.

14 Q. The Breaux Petroleum, you cut out Mr. Williams.
15 I just want to make sure I heard what you said. You
16 said there was a senior employee at Breaux Petroleum who
17 would not call you to do field rides and would call
18 Lucas directly?

19 A. Yes, yes, as the business-development manager
20 distributors are supposed to work with me directly and
21 then if more technical support is needed, then I can
22 bring in Lucas or even some other guys that have
23 specialties in different industrial applications. So
24 opposed to working with me, they -- they would skip over
25 me and Lucas would ask them, "Breaux, like, Petroleum,

1 why aren't you guys inviting Carl to these meetings?
2 Why aren't you guys inviting Carl to join in these
3 visits?"

4 And they would say stuff like, "Well, you
5 know, Carl doesn't know enough," or something. "You
6 know, he's a new employee."

7 And Lucas was like, "Well, Carl is a sharp
8 guy. You know, I've known Carl since Exxon. We both
9 worked at Exxon. You know, Carl is working with these
10 others. You guys should give Carl a chance."

11 And they would -- they would never come
12 around. Especially the senior sales director. I can't
13 remember his name anymore.

14 Q. I was going to ask you that. You can't
15 remember his name?

16 A. At the moment. But when January came and I was
17 no longer assigned to Breaux, Lucas told Breaux's
18 management that they no longer had to worry about
19 working with Carl and that their new support person is
20 white.

21 And the managers at Breaux Petroleum there,
22 "What do you mean? You're saying we're racist?"

23 And Lucas said, "Well, you know, I don't --
24 I guess you must be. You didn't want to work with Carl.
25 He was black. He was experienced."

1 And so -- and so Breaux Petroleum
2 complained to senior management, to Lucas' boss about
3 his comments accusing them of being a racist for not
4 wanting to work with me and Lucas was just simply told,
5 you know, "You cannot say stuff like that to
6 distributors." There was no, you know, reprimanding or
7 any other thing like no extra coaching or, you know. It
8 was just like kind of like a warning.

9 Q. Okay.

10 A. And we continued to work for them and as you
11 may recall I was reassigned. I was no longer working
12 with them, for Breaux.

13 Q. Okay. Now -- yeah, you were there longer --
14 Breux -- you were no longer working with Breux once
15 the realignment happened, right?

16 A. That's true, but --

17 Q. I'm conflating -- I just want to make sure I'm
18 not conflating the two different distributors because --
19 so Breux Petroleum and O'Rourke are both distributors
20 who at one time or another were distributors that you
21 serviced, correct?

22 A. That's correct.

23 Q. Okay. O'Rourke is the distributor that you
24 told me about just before we were discussing Breux.
25 They're the distributor that -- I'm sorry, well, you

1 said Mr. Fields -- where Mr. Fields got infuriated by a
2 comment you made and told -- well, told his boss who
3 then told someone at Shell that they no longer wanted
4 you working on the account, correct?

5 A. Correct, working with Breaux.

6 Q. Okay. There -- the Breaux Petroleum -- no one
7 at Breaux Petroleum actually directed Shell to remove
8 you off of their account, correct?

9 A. That's correct.

10 Q. Okay. In the O'Rourke incident -- and we can
11 talk more specifically about dates later -- but the
12 O'Rourke incident is the incident that was close -- that
13 incident was closer in time to when you were terminated,
14 right?

15 A. That's correct.

16 Q. Okay. Whereas I think you mentioned Breaux
17 Petroleum was in Louisiana and that's one of the
18 distributor accounts that you stopped working with in
19 January of 2020 when they does the realignment and put
20 you over Texas and Oklahoma?

21 A. That's correct.

22 Q. Okay. So you were saying Breaux complained
23 about Mr. Kerley accusing them of being racist and he
24 was not reprimanded and he continued to work on the
25 Breaux account; is that correct?

1 A. That's correct.

2 Q. Who was the -- I think we talked about this
3 earlier and you couldn't remember the name of the
4 individual but the business-development manager who took
5 over the Breaux account after the realignment was a
6 newly-hired individual; is that correct?

7 A. Yeah, I think his last name might have been
8 Johnson. I can see if I can find a business card or
9 something. I think it might have been Johnson.

10 Q. Okay. Did Mr. Kerley ever tell you of any
11 basis for the accusations he made against Breaux?

12 A. You said the basis?

13 Q. Yes. Because I think -- I believe you're
14 telling me that Lucas or Mr. Kerley accused Breaux of --
15 or I guess the employees at Breaux of being racist and
16 not wanting to work with you. Did -- did Mr. Kerley
17 ever tell you any reason or circumstances that led him
18 to believe any of the individuals at Breaux Petroleum
19 had a discriminatory animus or, you know, were racially
20 motivated?

21 A. And what was the question? Did he tell me?

22 Q. Mr. Kerley.

23 A. Right, did he -- did he --

24 Q. Did he tell you of any reasons why he
25 believed --

1 A. Okay, I'm with you now.

2 Q. -- that Breaux didn't want to work with you
3 because you were black?

4 A. Yeah. He said the reasons for that because he
5 persisted in asking them to invite me along with the
6 calls and, firstly, to not contact me directly and to
7 work with me and they continued to do that and he came
8 to the conclusion knowing my work experience, my
9 performance and capabilities at Exxon, even when I was
10 going with Shell with my other distributors that it must
11 be due to me being black. That's what he gathered.
12 That's what he felt. And that's what he told them.

13 Q. Did he specifically identify any individuals at
14 Breux Petroleum that he believed were racist?

15 A. I don't know particularly his comments were
16 directed directly toward the senior sales rep and his
17 name slips my mind at the moment.

18 Q. Now, no one at Breaux ever asked Xavier or any
19 other management at Shell to take you off of their
20 account, did they?

21 A. No. I've never had any issues with my
22 distributors until the O'Rourke incident happened. So I
23 realize, you know, we were discussing, you know, why I
24 believe Xavier Puvilland engaged in discriminatory and
25 retaliatory behavior.

1 Q. Yeah.

2 A. And you know just to kind of recap, it was due
3 to his response situation with O'Rourke and -- and also
4 seeing -- I'm sure you know because upper management got
5 involved with Breaux and what happened there he knew
6 there was some racial element he knows -- I'm assuming
7 that he was aware of Lucas Kerley's activities and the
8 comments that were made because managers talk. But that
9 is an assumption. But even more so that -- to me that's
10 even more like damaging to tell me that I was terminated
11 for my performance? When my numbers allowed me to
12 generate a bonus considering that I had only really
13 started working in the field for like eight months
14 because I started meeting my customers in June. And
15 when -- when he did my performance review, it was -- it
16 had a positive tone to it and he did not tell me that he
17 rated me unacceptable; that my performance was
18 unacceptable. He did not say that. He just said,
19 "Carl, you know, you've got some things to work on. You
20 know, 2020 is going to be a year for -- you know, to
21 really make great strides." So I was just totally
22 flabbergasted which is why I had heart palpitations,
23 almost went into a damn panic attack when I get on a
24 call thinking that we are about to go over a growth
25 strategy and it was a termination call. It just almost

1 whiplashed me to go from getting a \$23,000 bonus in
2 February to a month later being terminated? I mean,
3 that just doesn't happen.

4 Q. Okay. Okay. I appreciate the recap because I
5 was going to ask you to recap. You're getting used to
6 me.

7 So all right. So for Xavier, you know, the
8 grounds for your belief are -- just to make sure I
9 understand because I wrote it all down -- the -- the
10 situation with Breaux Petroleum that you believe he was
11 aware about -- and I want to talk a little bit more
12 about that in a minute -- the situation with O'Rourke
13 that we discussed in detail earlier. The fact that your
14 performance generated a bonus in February which was I
15 guess a month or so before you were terminated and that
16 you had a performance review I guess where you said
17 there was a positive tone to the performance review?

18 A. Uh-huh.

19 Q. Okay. And you mentioned also that the call was
20 initially -- or that Xavier represented to you that the
21 call that turned into the termination meeting was
22 originally set up -- or Xavier told you he was setting
23 it up to discuss growth strategy for the rest of the
24 calendar year?

25 A. Yeah, for my market, my plan to grow the

1 business.

2 Q. Yeah, okay. Are there any other reasons you
3 believe the decision to terminate -- or Xavier's
4 decision to terminate your employment was, you know,
5 racially motivated?

6 A. Due to Tracie Haygood's comments about him, due
7 to Tamika Greer's comments about him who Tamika reported
8 to him and she did not have positive comments to say,
9 you know, about -- about him and her interactions with
10 him. And Tracie Haygood I think another
11 African-American woman did not as well. And it's
12 just when I look at the string of events that occurred
13 to me in my short 14-month tenure at Shell, it just --
14 despite me really starting to -- January and so forth
15 formulate good relationships and demonstrate growth, I
16 was gaining accounts all throughout the fall, all
17 throughout my tenure I was helping my distributors grow,
18 my stint was cut short. When I started to look at, you
19 know, the string of events, right, the one in February
20 within a week of being Holly Burns -- I don't think I
21 really taught on that. We said that I was too confident
22 and cocky and confronted me at --

23 Q. Yeah. I know we haven't talked about that.
24 It's on my list and I did want to talk with you about
25 it.

1 A. Yeah. Because, you know, I did a chronology
2 and I was just sharing my -- you know, the onboarding,
3 the incident with Holly being a white female confronting
4 me for being too confident and all this and that.

5 And then -- then Eric Boydstun and another
6 black manager, they kind of coached me, they pulled me
7 aside in the room, you know, the first -- second week
8 with the company to say, "Carl, you know, what's going
9 on? It's not a good look. You got this employee Holly
10 Burns white female saying that you said some things to
11 her, whatever."

12 I'm like, "What?" And then --

13 Q. I think -- you mentioned Eric. Did you say
14 that Mr. Boydstun is a black man?

15 A. No.

16 Q. Okay. I didn't -- I thought I heard you say
17 another black man.

18 A. There was another black manager named Damon --
19 I think it's Damon Williamson.

20 Q. Damon -- or Damon Higginbotham or no?

21 A. No. No.

22 Q. No? Okay. So -- just so you know, I don't --
23 I haven't met Eric so I don't know what he looks like so
24 if that seems like a dumb question, sorry, about that.

25 A. Yeah. No, Eric is a cool guy. He's got like

1 long hair. He plays the guitar. I think he owns a bar.
2 He's really -- he's really very personable.

3 Q. Is he still with Shell?

4 A. The last time I recall he was. But I'd have to
5 check.

6 Q. All right. And I think you said Tamika Greer
7 is still with Shell, correct?

8 A. The last of my knowledge. You cannot hold me
9 any of these still with the company. Please don't.

10 Q. No, no, to the best of your knowledge.

11 A. Yes.

12 Q. And then Tracie Haygood, she's no longer with
13 Shell?

14 A. Correct.

15 Q. Okay. And I know we talked a little bit about
16 her earlier.

17 So I understand that, you know, your
18 conclusions about Xavier's conduct and the motivations
19 for his conduct include some of the information that you
20 learned from Tamika and Tracie but as far as your
21 personal experience with Xavier your reasons for
22 believing go that his conduct was discriminatory in
23 nature include the Breaux situation, the way he handled
24 the O'Rourke situation, the fact that you had received a
25 performance bonus and you said also a performance review

1 that had a positive tone to it and then also you also
2 mentioned the fact that he set up the termination
3 meeting as a call to discuss growth for the coming year.
4 Am I leaving anything out with respect to your personal
5 experience with Xavier and the reasons why you believe
6 he treated you -- his termination -- your termination or
7 his decision to terminate your employment was racially
8 motivated?

9 A. You didn't leave anything out but I did.

10 Q. Okay.

11 A. So I had forgot to add like every since I met
12 him when I started -- you know, we really started to
13 work together in August and when I was working with Eric
14 Boydstun, like my growth strategy and growth plan and
15 objective was clear and it just seemed like there wasn't
16 a good transaction -- transition, rather, on
17 expectations from my previous supervisor to Xavier.
18 And, you know, Xavier like he has a very brash, you
19 know, style, right? Not personable. Like just dry.
20 But, you know, I adjusted to him, right? I mean, it's
21 business. Why does he got to be your friend? So it's
22 just when we would engage in interactions on our
23 business and so forth, he just kind of always left me
24 with an uncomfortable feeling the way he would talk to
25 me, the comments he would make. They weren't

1 constructive.

2 Q. Okay.

3 A. And -- and one of the things that Xavier did
4 with all of his team members is we used to have what's
5 called this MILO, M-I-L-O, and that stands for Month in
6 the Life.

7 Q. I saw that. MILO in the subject line of some
8 e-mails.

9 A. Yes, yes. So -- so -- but MILO is something
10 that all his direct reports did to tell him what are we
11 working on for the month. What are our objectives? Who
12 are we going to spend time on? What distributors? What
13 customers? Who are our targets?

14 And then the company -- Xavier said, "Okay,
15 guys, we're not -- no longer just going to do a monthly
16 MILO, an account of what you have had planned and taking
17 place, now we're going to do it weekly." So then it
18 turned to a WILO, week in the life of, W-I-L-O.

19 And so here we are every single week, every
20 Monday, myself, my peers, like all seven of us, his
21 calendar loaded every week and the thing about my line
22 of business being an industrial salesperson, it can take
23 a year, two years, three years to gain the business.
24 The sales cycle is long. It's not like going to a car
25 dealership, quick little truck stop where they can tell

1 the trucks to stop delivering this week and then a week
2 later they got your oil in there to put into a car.
3 When you're dealing with heavy-duty machinery and
4 equipment, it requires extensive testing, oil analysis.
5 You know, they have a huge 10 -- 10,000-gallon tank. It
6 takes a long time to go through their inventory. They
7 have to get so many approvals because, you know, you can
8 imagine the ramifications of a heavy-duty piece of
9 equipment going down. That shuts down the whole plant.

10 Q. Okay. Let me ask you this. I mean, did Xavier
11 ever make any discriminatory comments or statements
12 towards you?

13 A. What's an example? What would that look like?

14 Q. Like did he ever call you a derogatory name,
15 like the N word?

16 A. Of course not.

17 Q. Okay. Any other -- did he ever call you any
18 names that you considered to be racist or derogatory?

19 A. No. He didn't call me Boy or, you know,
20 anything of the jargon and stuff like that.

21 Q. So no name calling?

22 A. Yeah, nothing totally blatant like as far as
23 name calling but just his tone, his demeanor, the way he
24 treated me. Like -- like at first his review of mine
25 was very harsh and -- and we had a -- I said, Xavier,

1 hold on a second like." We did the review in October
2 and I really just started working with my distributors
3 like in July or so. Like, I mean, we had a month or two
4 of introduction. I'm like it's only been a couple
5 months? How you going to hold my performance up to the
6 same level of my peers who have been in the role for
7 five, six years? So it was not a -- a warm or like
8 inviting relationship from the beginning. You know, my
9 previous supervisor, Eric Boydstun, is like, "Carl, you
10 know, you're on the right path. Keep doing what you're
11 doing. You know, you're going to get ahold of this new
12 position. I know the sales cycle is long. You know, I
13 know this is different than what you've done before but,
14 you know, we believe in you. You have a history of
15 working well with distributors."

16 And, you know, Xavier just had -- just had
17 a very harsh, you know, style and then the way he would,
18 you know, talk to me it would just be kind of -- kind of
19 rough.

20 Q. Okay. And I know you've already said he didn't
21 call you any racist or derogatory names. I mean, he
22 never -- he never told you directly, "Hey, I don't like
23 you because you're black," or, you know, anything like
24 that? I know it's a silly question but I have to ask
25 it. I'm just doing my job. I'm sorry.

1 A. No, it's -- I saw Mr. Hodges.

2 Q. Yeah, he's probably getting ready to go. And I
3 have one more question before we get off the record and
4 then we can wrap up. But he never told you directly
5 specifically, "I just don't like you, Mr. Williams,
6 because you're a black man"?

7 A. Those words did not explicitly come out of his
8 mouth. I can only account for my interaction with him
9 being the only black male on the team and one of the
10 newest employees versus the other employees outside of
11 Ms. Tamika Greer who was an experienced black female
12 having been with the company at least four or five
13 years. But other than that I seemed to have the hardest
14 time with him.

15 Q. Okay. And were there other, you know, white
16 males, white females or employees of other races that he
17 treated more fairly or more positively than he did you?

18 A. Absolutely.

19 Q. Who were those employees?

20 A. They were more senior employees that had been
21 with the company ten years, 20 years. I remember Bob
22 McDonald, he's like an all star. There's no other way
23 to say that. I'm trying to remember the names of some
24 other guys. I'm more of like a facial memory person.
25 The names kind of get cloudy after awhile. Yeah, there

1 were a handful of -- Gary, who I had, you know, worked
2 with some and did some onboarding with, you know, he
3 favored Gary. Gary said Xavier still gave him a tough
4 time here and there but he said for the most part he
5 respected the tenured employees, the older white males
6 and he really -- I mean --

7 Q. Before you move on from that, other than Bob
8 McDonald and Gary, are there any other employees you
9 would include in the list of employees who he treated
10 more fairly or more favorably than you?

11 A. Art Keneally was another one.

12 Q. Art? Okay.

13 A. Art Keneally and Doug Peterson.

14 Q. Anyone else you can think of besides Bob, Gary,
15 Art and Doug?

16 A. Those four stand out.

17 Q. And you were about to say something about
18 Tamika? I thought I heard you say something about
19 Tamika but we can -- we can pick up with that when we --

20 A. I was just saying that she articulated, you
21 know, some abrasive conversations and stuff with him as
22 well but her experiences were still not as contentious
23 as mine were. Mine -- mine just seemed to be the
24 harshest.

25 Q. Okay. All right. Okay. Well, we will resume

1 this deposition. Mr. Williams, I'm going to leave off
2 there because we agreed to stop at 4:30. So the plan is
3 we're going to leave your deposition open and we will
4 resume next Friday, November 5th, at -- let's see, 11:00
5 a.m. Central Time which will 9:00 a.m. Vegas time for
6 you.

7 THE WITNESS: That's correct.

8 MS. JAMES: Okay. Mr. Hodges, did you have
9 anything you wanted to add? I saw you took your mute
10 off.

11 MR. HODGES: I wanted to speak with you off
12 the record just about some other matter.

13 MS. JAMES: Okay.

14 VIDEO OPERATOR: That concludes our
15 deposition today. The time is 4:33 p.m. and we are now
16 off record.

17 (Deposition adjourned at 4:33 p.m.)

18

19 Reporter's Note: According to Federal
20 Rule 30(e)(1), the request for review of the deposition
21 by the witness is accomplished "on request by the
22 deponent or a party before the deposition is completed."

23 Since this was not done, signature is
24 considered waived for this transcript.

25

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF TEXAS
3 HOUSTON DIVISION
4 CARL O. WILLIAMS,)
5)
6 Plaintiff,)
7)
8 VS.) NO. 4:20-cv-04295
9)
10 SHELL OIL COMPANY,)
11)
12 Defendant.)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)

11 REPORTER'S CERTIFICATION
12 DEPOSITION OF CARL O. WILLIAMS, JR.
13 OCTOBER 29, 2021
14 I, Wendy Schreiber, Certified Shorthand Reporter in
15 and for the State of Texas, hereby certify to the
16 following:
17 That the witness, CARL O. WILLIAMS, JR., was duly
18 sworn by the officer and that the transcript of the oral
19 deposition is a true record of the testimony given by
20 the witness;
21 That examination and signature of the witness to
22 the deposition transcript was waived by the witness and
23 agreement of the parties at the time of the deposition;
24 That the original deposition was delivered to
25 KINDALL C. JAMES, ESQ.;

1 That the amount of time used by each party at the
2 deposition is as follows:

3 KINDALL C. JAMES, ESQ. - 04 HOURS:49 MINUTE(S)
4 EDDIE HODGES, JR., ESQ. - 00 HOURS:00 MINUTE(S)

5 That \$_____ is the deposition officer's
6 charges to the Party for preparing the original
7 deposition transcript and any copies of exhibits;

8 That pursuant to information given to the
9 deposition officer at the time said testimony was taken,
10 the following includes all parties of record:

11 FOR THE PLAINTIFF:

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KJames@liskow.com

26 That a copy of this certificate was served on all
27 parties shown herein on _____ and filed
28 with the Clerk pursuant to Rule 30(e)(1).

29 I further certify that I am neither counsel for,

1 related to, nor employed by any of the parties or
2 attorneys in the action in which this proceeding was
3 taken, and further that I am not financially or
4 otherwise interested in the outcome of the action.

5 Certified to by me this 9th day of November, 2021.

6

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Wendy Schreiber
Wendy Schreiber, Texas CSR 9383
Expiration Date: 05/30/22
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Job No. 760688

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CARL O. WILLIAMS,)
)
Plaintiff,)
)
VS.) NO. 4:20-cv-04295
)
SHELL OIL COMPANY,)
)
Defendant.)
)
)
)

ZOOM AND VIDEOTAPED DEPOSITION OF
CARL O. WILLIAMS, JR.
FRIDAY, OCTOBER 29, 2021
VOLUME 2

ZOOM AND VIDEOTAPED DEPOSITION OF
CARL O. WILLIAMS, JR., produced as a witness at the
instance of the DEFENDANT, and duly sworn, was taken
in the above-styled and numbered cause on Friday,
November 5, 2021, from 11:07 a.m. to 3:37 p.m., via Zoom
before Wendy S. Schreiber, CSR No. 9383, in and for the
State of Texas, reported by machine shorthand, at Las
Vegas, Nevada, pursuant to the Federal Rules of Civil
Procedure and the provisions stated on the record or
attached hereto.

Job No. 765405

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13 Video Operator - Nate Laningham (Appearing Remotely)
14 Also present: Stephanie Jackson (Appearing Remotely)
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1 INDEX

2

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6	Reporter's Certificate	327

7

EXHIBITS

8

9	NO.	DESCRIPTION	PAGE
10	Exhibit 4	Acknowledgement of Receipt of the Code of Conduct, Equilon_000534 - Equilon_000535	171
11	Exhibit 5	E-Mail dated 2/19/19 to Burns from Williams, Equilon_000433	215
12	Exhibit 6	E-Mail dated 2/17/10 to Williams from Puvilland, Equilon_000059	217
13	Exhibit 7	E-Mail dated 2/17/20 to Puvilland from Williams, Equilon_001283 - Equilon_001286	218
14	Exhibit 8	E-Mail Chain dated 1/14/20 to Puvilland from Williams, Equilon_000165 - Equilon_000166	221
15	Exhibit 9	E-Mail Chain dated 11/1/2019 to Williams from Puvilland, Equilon_001068 - Equilon_001071	228
16	Exhibit 10	E-Mail Chain dated 1/28/2020 to Williams from Puvilland, Equilon_000073 - Equilon_000074	230
17	Exhibit 11	E-Mail Chain dated 1/28/2020 to Williams from Puvilland, Equilon_001184 - Equilon_001185	236
18	Exhibit 12	E-Mail dated 3/19/20 titled "Case Details", Equilon_000525,	240

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2	NO.	DESCRIPTION	PAGE
3			
4	Exhibit 13	E-Mail Chain dated 3/20/20 to Puvilland from Encarnacion, Equilon_001295 - Equilon 0001297	243
5			
6		EXHIBITS MENTIONED BUT NOT MARKED	
7	PLAINTIFF'S NO.	DESCRIPTION	PAGE
8			
9	Exhibit 1	Equilon_000097 (Not Attached - Retained by Counsel)	251
10	Exhibit 2	Equilon_001104 - Equilon_001107 (Not Attached - Retained by Counsel)	257
11			
12	Exhibit 3	Equilon_001033 (Not Attached - Retained by Counsel)	261
13	Exhibit 4	Equilon_112 (Not Attached - Retained by Counsel)	263
14			
15	Exhibit 5	Equilon_858 - 859 (Not Attached - Retained by Counsel)	264
16	Exhibit 6	Equilon_1152 (Not Attached - Retained by Counsel)	275
17			
18	Exhibit 7	Equilon_488 (Not Attached - Retained by Counsel)	279
19	Exhibit 8	Equilon_00053 - 55 (Not Attached - Retained by Counsel)	284
20			
21	Exhibit 9	Equilon_830 - 831 (Not Attached - Retained by Counsel)	287
22		REQUESTED DOCUMENTS/INFORMATION	
23		NONE	
24			
25		CERTIFIED QUESTIONS	

1 VIDEO OPERATOR: We are now on the video
2 record. This begins media file No. 1 in the deposition
3 of Carl Williams in the matter of Carl Williams versus
4 Shell Oil Company in the U. S. District Court, Southern
5 District of Texas, Houston Division, Civil Action No.
6 420-cv-04295.

7 Today is Friday, November 5th, 2021, and
8 the time is 11:07 a.m. The deposition is being taken
9 remotely at the request of Liskow & Lewis. The
10 videographer is Nate Laningham of Magna Legal Services
11 and the court reporter is Wendy Schreiber.

12 Will counsel and all parties present
13 please state their appearances and whom they represent.

14 MR. HODGES: Eddie Hodges, Jr. on behalf of
15 plaintiff, Mr. Carl Williams.

16 MS. JAMES: Kindall James on behalf of
17 defendants, Shell Oil Company and Equilon.

18 THE REPORTER: Okay. My name is Wendy
19 Schreiber, Texas CSR No. 9383. I am reporting the
20 deposition remotely by stenographic means from Burleson,
21 Texas and the witness is located in Las Vegas, Nevada.

22 Sir, please raise your right hand.

23 In the deposition about to begin, do you
24 solemnly swear or affirm that you are CARL O. WILLIAMS,
25 JR. and that the testimony you are about to give shall

1 be the truth, the whole truth and nothing but the truth,
2 so help you God?

3 THE WITNESS: You left off the Junior.

4 THE REPORTER: Oh, okay. Yes, that you
5 are CARL O. WILLIAMS, JR. and that you will tell the
6 truth, the whole truth and nothing but the truth, so
7 help you God?

8 CARL O. WILLIAMS, JR.,
9 having been first duly sworn, testified as follows:

10 THE REPORTER: You may begin.

11

12 EXAMINATION

13 Q. (BY MS. JAMES) Good morning, Mr. Williams.

14 A. Good morning.

15 Q. Thank you for reconvening with us on your
16 vacation. I do appreciate it. I will try to move
17 through the rest of my questions for you as quickly as I
18 can.

19 One thing I wanted to confirm is I'm going
20 to share my screen with you and show you a copy of a
21 document that we will mark as an exhibit but I do need
22 the court reporter to remind me of which number we're
23 on, if you can do that, Wendy.

24 THE REPORTER: Yes, we are on Exhibit 4.

25 (Exhibit 4 was marked for identification.)

1 Q. (BY MS. JAMES) Mr. Williams, I've just shared
2 my screen with you, I hope.

3 A. Well, you please zoom in?

4 Q. I just -- I just want to confirm that this is a
5 copy of an acknowledgment that you signed when you began
6 your employment with Shell related to your receipt of
7 the various Shell policies referenced on this document.

8 A. So what's the question?

9 Q. I just want to confirm that this is a
10 document -- it looks like your -- you put your initials
11 at the bottom. I just want to confirm that that is your
12 initials at the bottom and this is a copy of the
13 acknowledgment that you initialed in connection with
14 your receipt of the Shell policies that were provided to
15 you when you began your employment with Shell. And I
16 can send it through Chat if you want to look at it.

17 A. That would be nice. It would be better. I
18 mean, honestly, I do not recall signing this. It looks
19 like it might have been day one of my employment or
20 something, if so, and I guess it was all electronic.

21 Q. Yeah, I mean, that's I think how they normally
22 do it when you onboard. They get you to sign off on
23 various things. How do I make this bigger?

24 A. There's a plus sign at the top.

25 Q. Well, mine has disappeared so I have my screen

1 that I've shared and then I've got a little small screen
2 now with all of you all's pictures in it. Let's see.

3 VIDEO OPERATOR: If you go over the window
4 and you push "Control" and plus, it should zoom in.

5 MS. JAMES: Well, what it's not doing it's
6 not showing me anymore the -- oh, it's over here.

7 That's why. Okay. I'll try it again.

8 Q. Okay, I've just, I think, sent over a PDF copy
9 through the Chat function of the acknowledgment
10 document.

11 A. It says Equilon?

12 Q. Yes, Equilon 534 is the Bates label on this
13 document.

14 A. What does that word mean?

15 Q. That's the company's name.

16 A. Oh. Shell Equal Opportunity policy. I guess
17 -- so where is like discrimination? Like is that
18 Harassment? Like I'm trying to see which area is
19 applicable to my case.

20 Q. Okay, so this is just a copy of the document
21 you signed when you began your employment with Shell
22 acknowledging that, you know, these are the Shell
23 policies and that you've been given access to them.

24 A. Okay. You know, I do not recall but, you know,
25 it's been a while ago, my first day of employment, so

1 that is my initial and, you know, it looks familiar that
2 I've seen this content before. It is kind of standard
3 corporate stuff with Exxon and Shell so, you know, I
4 mean, yeah, it's familiar but, yeah.

5 Q. Okay. And you -- I mean, you don't dispute
6 that -- Shell provided you access with copies of all of
7 the various employment policies that applied during your
8 employment with Shell that are listed here in this
9 document, do you?

10 A. I know we are on the Internet but when I look
11 at this Code of Conduct, I don't see where, you know,
12 like I guess discriminatory treatment info is -- you
13 know, how to deal with that or -- I don't know. But
14 perhaps the only one I guess -- I guess is some type of
15 harassment like if you're a woman and, you know, if,
16 your male supervisor is advancing towards you or saying
17 sexual innuendoes or, you know, a minority employee or,
18 you know, somebody criticizing your religion, I guess
19 that's harassment. Other than that I'm not sure.

20 Q. So my question is do you agree that you
21 received or were provided access to a copy of the Shell
22 Code of Conduct?

23 A. I did not receive but this stuff is normally on
24 the intranet, on the company's intranet while you are
25 employed with the company. So I do recall having access

1 to this information while being employed.

2 Q. Okay.

3 A. All right? Okay.

4 Q. And you don't dispute that you also were given
5 access to the policies listed under Nos. 2 and No. 3 of
6 this document that you initialed?

7 A. Two and three?

8 Q. Yes.

9 A. I don't see a number 3.

10 Q. Oh, it's on the second page. I'm sorry, it's
11 -- it's numbered 1 on the second page.

12 A. And you want me -- yeah, I had access when I
13 was employed with the company.

14 Q. To the -- to the policies that are listed on
15 the second page of Exhibit 4?

16 A. Yeah, it looks familiar. I would -- yeah, I
17 would say I had access to this. It just looks like it's
18 missing the one that's applicable to my situation
19 though. I would have had to search somewhere -- it
20 looks like they left it out of that Code of Conduct.

21 Q. So the Code of Conduct I think is mentioned on
22 the first page at the top.

23 A. I mean, all this -- all this -- all this
24 content is inside of the Code of Conduct.

25 Q. So if you look on the first page, Mr. Williams,

1 the Code of Conduct is referenced there. Do you see
2 that?

3 A. I do.

4 Q. Okay. And then on the second page it talks
5 about receipt of other policies and there's a list of
6 other policies that you were given access to. Do you
7 see that?

8 A. Okay, yes, yes. So, yes, I had access to
9 these -- you know, these documents, the Code of Conduct
10 and these other documents. I had access on the company
11 intranet.

12 Q. Okay. And just to be clear, you're talking
13 about the Code of Conduct and the other policies
14 referenced in Exhibit 4 when you say you had access to
15 the other policies?

16 A. That's correct.

17 Q. Okay. Let's see stop Share. Now it goes back.
18 When we spoke last week, Mr. Williams, you
19 told me about a situation involving Breaux Petroleum and
20 Lucas Kerley. Do you recall that?

21 A. I'm sorry, it had froze a second. Breaux
22 Petroleum and was it Lucas Kerley?

23 Q. Yes. Do you recall last week we discussed --

24 A. Yes, I do.

25 Q. -- a situation involving Breaux Petroleum and

1 Lucas Kerley?

2 A. Yes, ma'am, I do.

3 Q. Okay. You told me that Mr. Kerley accused
4 Breaux Petroleum of not wanting to work with you because
5 you were not white and I was curious how did you know
6 that Mr. Kerley made that comment to Breaux Petroleum?

7 A. I'm sorry, you said how did I do what?

8 Q. How did you know that Mr. Kerley made that
9 comment to Breaux Petroleum?

10 A. He told me personally. He said it over the --
11 over the phone while we were -- because we were at an
12 event. I guess it was the one -- was it shortly after
13 Miami and he told me what happened and he said he was
14 reprimanded because he had met with Breaux in January --
15 or somewhere in that timeframe I believe the first
16 quarter because that's when we found -- found out like
17 in December or so, in the fourth quarter, there were --
18 we had new territory managers, new other what we call
19 ICAMs similar to Steven Stack's role and Jarrett Enochs
20 so we -- we added more team members and that's -- now
21 that I think about it, I think the guy's last name is
22 Johnson that -- the other white employee who resumed my
23 role for Shell and who was assigned to Breaux Petroleum,
24 if I'm not mistaken.

25 Q. Okay. So you're -- okay, so I think we're

1 talking about a couple of different things here. So
2 earlier -- last week when we were talking about your
3 role with Shell you mentioned that there was a
4 realignment where the accounts were redistributed cross
5 the business-development managers that worked under
6 Mr. Puvilland; is that correct?

7 A. That's correct.

8 Q. Okay. So the individual that took over the
9 Breaux Petroleum account in connection with when the
10 accounts were reassigned, that -- that individual's name
11 or last name is Johnson?

12 A. I think so. I think so. I may be incorrect
13 but I think. I'm trying -- I'm just trying to remember.

14 Q. Do you recall his first name?

15 A. Not at the moment I do not.

16 Q. And Mr. Johnson, he -- he was new to the role
17 with Shell, the business-development role, and new to
18 the team that worked under Xavier; is that correct?

19 A. Yeah, he had did some of the work but he had
20 many years at Shell.

21 Q. Okay. But he -- so -- so is it your
22 recollection that the re -- that the accounts were
23 reassigned around December of 2019 timeframe?

24 A. Yes, in the fourth quarter. It might have been
25 November or so, yes.

1 Q. Okay. And I understand that Mr. Johnson had
2 previously worked for Shell but he was new to the group
3 that reported to Xavier; is that correct?

4 A. Yes, yes, he came from another team, that's
5 correct.

6 Q. And he came from another team around the
7 December of 2019 timeframe.

8 A. Yes, fourth quarter. Please don't hold me to
9 December, it might have been November, but I know it was
10 fourth quarter.

11 Q. Okay.

12 A. But --

13 Q. I'm sorry.

14 A. -- to your initial question, Lucas told me
15 about the incident when my successor -- like I said, I
16 think his last name was Johnson -- when he was assigned
17 to BreauX Petroleum because of territory realignment.
18 Lucas Kerley told him, "Hey, guys, you know, I just want
19 you to know your -- you know, you'll no longer be
20 working with Carl and that, you know, the new guy is
21 white."

22 And they were like, "What's that has to do
23 with anything?" They said, "White?"

24 He said, "Well, you know, you know, you
25 guys were not supportive and willing to work with Carl.

1 You know, he was assigned to you guys as your
2 business-development manager."

3 Lucas Kerley was my technical assistant
4 sales engineer and the process -- the protocol when
5 distributors work with business-development managers
6 they do everything through them and then it's the BDM's
7 responsibility to engage other technical resources
8 within the company that's needed depending on the
9 opportunity. So they would -- they would consistently
10 circumvent me and just talk directly to Lucas.

11 And Lucas would say, "Hey, you know, you
12 guys got to call Carl. You got to, you know, go through
13 Carl. You know, invite Carl."

14 And they -- they wouldn't do that. And so
15 when the new employee was assigned he said -- you know,
16 like I say, "The new guy is white."

17 They said, "Well, what are --are you saying
18 we're racist?"

19 He was like, "Perhaps you are." He was
20 like, "Perhaps you are and I think you are," or
21 something like that, "because you didn't -- you didn't
22 want to work with Carl. He's a smart guy, you know.
23 I've known him at Exxon. He's a go-getter, smart,
24 articulate, and the only thing," he was like, "it must
25 be because he's black."

1 And, you know, they -- that caused a
2 stir-up in them. You know, they were -- you know, they
3 were infuriated by his comments and they reported that
4 to his boss.

5 Q. Okay.

6 A. And he simply -- he told me -- he told me he
7 just got a coaching. They just told him, "Hey..." you
8 know, I don't know verbatim but he said, you know, he
9 was just reprimanded and told, you know, do not --
10 you've got to respect the commercial relationship with
11 our distributors and, you know, things like that and you
12 can't make those type of inflammatory comments.

13 Q. All right. So Lucas -- did Lucas tell -- I
14 think you were telling me earlier my initial question
15 was, Mr. Williams, how did you learn about this incident
16 in which Mr. Kerley accused BreauX Petroleum of not
17 wanting to work with you because you were black? And I
18 think you were telling me that you learned of this at
19 the event that we talked about last week in Miami; is
20 that correct?

21 A. I know we talked in Miami but I think he might
22 have told me that over the phone post the event.

23 Q. So Lucas told you about his comments to BreauX
24 Petroleum over the phone?

25 A. I believe so, yeah, because we were talking and

1 somehow it came up. He mentioned it.

2 Q. Okay. And was anybody else on the call besides
3 you and Lucas?

4 A. No, ma'am.

5 Q. Okay. And your telephone call with Lucas is
6 how you learned that he made a comment about Breaux
7 Petroleum not wanting to work with you because of your
8 race --

9 A. That's correct.

10 Q. -- for Breaux Petroleum?

11 A. That's correct.

12 Q. Okay. How do you know that Breaux Petroleum
13 reported Mr. Kerley's comments to his boss?

14 A. He told me.

15 Q. Mr. Kerley told you that?

16 A. Yes.

17 Q. Okay. Is Mr. Kerley the only person that told
18 you that?

19 A. Yes. That was a private matter to him so he
20 was willing to share that.

21 Q. And he -- and Mr. Kerley also told you that he
22 was coached by his boss about the incident?

23 A. Correct. He told me --

24 Q. I'm sorry.

25 A. He told me he was scared. He was like -- and I

1 don't know if it's okay to use profanity but he said he
2 was scared at shit and he said he thought he might was
3 going to lose his job but he said he was just kind of,
4 you know, reprimanded. He was really scared.

5 Q. Did you ever have any conversations with Breaux
6 Petroleum about Mr. Kerley's comments --

7 A. No.

8 Q. -- to Breaux Petroleum?

9 A. No. No, ma'am.

10 Q. Did you ever have any discussion with
11 Mr. Kerley's boss --

12 A. No.

13 Q. -- about Mr. Kerley's comments to Breaux
14 Petroleum?

15 A. No, ma'am. That stayed between Mr. Lucas
16 Kerley and I. I did not share that private matter with
17 any other employees.

18 Q. Okay. So you didn't discuss the incident
19 related to Breaux Petroleum and the comments Mr. Kerley
20 made to Breaux with any other Shell employee?

21 A. That is correct.

22 Q. And you're not aware of Breaux Petroleum ever
23 asking Mr. Kerley's boss to remove Mr. Kerley from its
24 accounts, are you?

25 A. I'm not knowledgeable of that.

1 Q. And you're not aware of Breaux Petroleum ever
2 asking Xavier or any other -- anyone else at Shell to
3 remove you from its account, are you?

4 A. I'm not aware of that.

5 Q. And just to confirm, the Breaux Petroleum
6 account, that account moved over to Mr. Johnson as a
7 result of the realignment that affected the entire
8 group, correct?

9 A. That's correct.

10 Q. Did you know why -- well, let me ask you this.
11 You mentioned Mr. Kerley or you mentioned a situation or
12 situations where Breaux Petroleum went around you and
13 dealt with Mr. Kerley directly with respect to certain
14 issues.

15 A. Certain business opportunities, commercial
16 engagement, yes.

17 Q. What business opportunities did Breaux
18 Petroleum go directly to Mr. Kerley on as opposed to
19 you?

20 A. There were several that we worked on. One was
21 Sasol, S-A-S-O-L, right there in Lake Charles,
22 Louisiana. I mean, that's where Breaux Petroleum was
23 located. I mean, I did a plant walk-through once but
24 then they left me out of some other business and I think
25 another one was called Cameron LNG. I recall they were

1 doing like a new startup gas -- natural-gas plant there
2 in -- well, south of Lake Charles right there kind of in
3 the bayou. But there were several and Lucas said it
4 happened on multiple occasions.

5 Q. Multiple occasions where Breaux Petroleum would
6 go to Lucas with new business opportunities as opposed
7 to you?

8 A. Correct.

9 Q. And Mr. Kerley told you about these situations?

10 A. Yes.

11 Q. Did you ever have any discussion with Breaux
12 Petroleum about any of these situations where they went
13 to Mr. Kerley instead of you?

14 A. I do recall re enforcing our rules of
15 engagement, I believe, with the sales manager and their
16 senior technical rep and I on numerous occasions, you
17 know -- you know, requested, you know, say, "Hey, can I
18 join you? Can you put something on your calendar? Do
19 you have anything you know coming up in the next couple
20 weeks? How are these accounts going?" Because they
21 shared the sales pipeline so I knew the opportunities
22 that we would focus on, most of them. Sometimes they
23 don't share. So I knew what they were pursuing but I
24 would just never get invited --

25 Q. Okay.

1 A. -- on some opportunities. I mean, one of their
2 sales reps -- what was his name? -- Clayton -- Clayton
3 Rougeou. Clayton and I worked very well. He was one of
4 their newer sales reps and he -- and he commended me.
5 He said I helped them do quite a bit of good
6 opportunities. We did a couple visits. I did spend
7 some time with Clayton. He was newer. He was willing
8 to work with me, Clayton was, one of the sales reps.

9 Q. Which representatives of Breaux Petroleum were
10 not willing to work with you in your opinion?

11 A. I'm trying to think of their names. They have
12 like one senior rep who's been in the industry and so
13 forth for like 30 years or so and he was the main top
14 sales guy and, oh, my goodness, I can't think of his
15 name but he was -- he was the one that would leave me
16 out and -- and the manager -- you know, the sales
17 manager was aware of it at Breaux. His name is Mike.
18 And, you know, he didn't do any enforcement or take any
19 action.

20 Q. So there was one -- to your recollection there
21 was one senior sales representative at Breaux that would
22 not invite you to go along with him to visit new
23 accounts?

24 A. Correct, correct. He was the main like --

25 Q. Was there anyone else besides him that you

1 recall at Breaux Petroleum that would not invite you
2 along to visit new potential accounts?

3 A. Well, yeah, yeah, the others from what I recall
4 they had about seven, eight sales reps and I was -- only
5 one of them worked with me and was active in
6 communications and opportunity and that was Clayton
7 Rougeou. All the others, you know, despite requests
8 they would never invite me or try to secure anything XX.
9 It was really one that was willing to work with me and
10 all the others there was no traction. And the sales
11 manager and I guess the VP, I mean, they were aware of
12 everything and they just -- they didn't take any action.
13 They felt that -- yeah.

14 Q. And let me ask you this. Were the sales reps
15 for Breaux Petroleum required to bring a Shell
16 business-development manager with them every time they
17 visited a new potential account?

18 A. I mean, it's a part of our distribution, you
19 know, business agreement to pipeline review, to engage
20 with Shell resources to go in business so I wouldn't say
21 it's an expectation to every account because they
22 service accounts and they sell multiple brands. Not
23 every account they sell lubricants to is Shell related.

24 I'm sorry, I can't hear you. I cannot hear
25 you. Is it just on my end?

1 MR. HODGES: I can't hear her as well.

2 VIDEO OPERATOR: Yeah, we can't hear you,
3 ma'am. I'm going to pause the record real quick here.
4 It's 11:35 a.m. We're off record.

5 (Recess taken from 11:35 a.m. to 11:37 a.m.)

6 VIDEO OPERATOR: We're back on the video
7 record. It's 11:37 a.m.

8 Q. (BY MS. JAMES) Okay, Mr. Williams, sorry about
9 that. I had technical difficulties with my microphone.

10 So earlier I was asking just about the
11 relationship between Breaux Petroleum and Shell and I
12 think my understanding, and tell me if I'm correct about
13 this, last week when we were talking you were describing
14 that, you know, Shell, you know, worked with
15 distributors and then there were end clients who were
16 serviced by the distributors; is that correct?

17 A. That's correct.

18 Q. So Breaux Petroleum would have been a
19 distributor who sold Shell product to various end
20 clients; is that correct?

21 A. Yes.

22 Q. Okay. And as a business-development manager,
23 you would provide resources and assistance to Breaux
24 Petroleum as a distributor and in helping them sell
25 Shell products to end clients?

1 A. That's correct.

2 Q. Okay. Now, you're not aware of any kind of
3 agreement between Shell and Breaux Petroleum where
4 Breaux Petroleum was required to include you in every
5 sales call that its sales managers went on, are you?

6 MR. HODGES: Objection: asked and
7 answered.

8 MS. JAMES: I didn't hear the answer.

9 MR. HODGES: Okay. You can state your last
10 answer if you remember what you stated or you can answer
11 the question how you know, Mr. Williams.

12 THE WITNESS: You know, they promote Shell
13 and so I don't know the language in the distribution
14 agreements but they're normally like three-year
15 agreements or so. They have sales goals, revenue goals
16 and things where they get bonuses and if they don't
17 perform, then they would not be a renewed licensed Shell
18 distributor. So that's many things that they must do
19 and it does include working with the
20 business-development manager along with -- along with
21 the ICAM. But I don't know the language. They may say
22 every call -- sales call doesn't show lubricant. I
23 don't think that's reasonable. I don't know.

24 Q. Have you ever seen a copy of the agreement
25 between --

1 A. No, because I'm a sales rep. I'm a sales rep.
2 Yeah, being a sales rep I do not. Only the indirect
3 account managers -- indirect channel -- ICAMS, indirect
4 channel account managers, they manage that.

5 MR. HODGES: I was just going to say just
6 let her finish her question. I don't know if you were
7 finished with your answer, I'm sorry about that, but
8 just let her finish her question so the record can be
9 clear.

10 Q. (BY MS. JAMES) So my question was you never
11 saw the agreements between Breaux Petroleum and Shell,
12 correct, Mr. Williams?

13 A. That's correct, yes.

14 Q. Okay. And Breaux Petroleum, as far as you
15 know, didn't have an exclusive distribution agreement
16 with Shell where it was exclusively distributing Shell
17 products, did it?

18 A. I do not recall like the content. I do not
19 know it in the agreement but I do recall them selling
20 other lubricants.

21 Q. So Breaux Petroleum did sell other brands of
22 lubricants besides Shell products?

23 A. Yes, that's correct.

24 Q. Okay. And you said earlier -- you mentioned
25 earlier that the sales manager at Breaux Petroleum was

1 aware that not all the sales reps were in -- were asking
2 you to attend certain client-account meetings?

3 A. Yes, that's correct.

4 Q. How -- how -- how was the sales manager aware
5 of that?

6 A. I mean, we had one-on-one calls. You know, we
7 would have sales pipeline calls. Alex Sudyk, he was the
8 interim account manager for Breaux while I was -- so he
9 and I we had meetings with Breaux. I've done training
10 with them on lubricants so I've had in-person engagement
11 with them. You know, we've taken customers out to
12 lunch. So -- so there -- there was some engagement but
13 on most of like the new opportunities, those that really
14 come to market that actually closed that we went into
15 that would impact my numbers in the pipeline, I would
16 not get invited to those.

17 Q. And you mentioned earlier that there were two
18 specific meetings that you're aware of that you did not
19 get invited to. You mentioned that there was a
20 walk-through at the Sasol plant in Lake Charles and then
21 that there was --

22 A. I did that one.

23 Q. I'm sorry?

24 A. I did do a walk-through at Sasol. I did.

25 Q. Okay. What -- what meetings are you aware of

1 where a sales representative with Breaux did not invite
2 you to the meeting with a new client?

3 A. Are you asking which accounts?

4 Q. Yeah. Are you aware of any -- the sales
5 representatives, you know, on any particular occasion
6 going to visit some of these new accounts that you just
7 mentioned and not bringing you with them?

8 A. Yes.

9 Q. Okay. Which new accounts are you talking
10 about?

11 A. I think -- I think -- I think Cameron LNG was
12 one. Let's see, I may be able to reference a map or
13 something.

14 Q. You may be able to what?

15 A. I said I may be able to reference a map. I'm
16 trying to remember. I think Enlink was another one,
17 E-N-L-I -- E-N-L-I-N-K. I remember Cameron LNG.

18 Q. So the two that come to mind now --

19 A. There's another one -- there's another one that
20 comes to mind called Cheniere. That's C-H-E-N-I-E-R-E.

21 Q. I'm sorry, can you repeat that?

22 A. It's called Cheniere. Yes, C -- let's see,
23 C-H-E-N-I-E-R-E.

24 Q. Can you recall any other accounts?

25 A. McDermot, M-C-D-E-R-M-O-T.

1 Q. Are there any others you can recall?

2 A. I mean, if it comes to me later, I may be able
3 to answer.

4 Q. Those are -- those four are the ones you can
5 remember as of right now?

6 A. Yes, ma'am.

7 Q. As for Cameron LNG, who was the Breaux
8 Petroleum sales representative that was working on that
9 account?

10 A. That's the one whose name I cannot remember at
11 the time.

12 Q. And how were you aware that there was a meeting
13 or a visit with Cameron LNG between that sales
14 representative or involving that sales representative
15 where you weren't invited to the meeting?

16 A. Lucas Kerley told me.

17 Q. Did you ever have any discussions with Breaux
18 Petroleum about the sales representatives' failure to
19 invite you to that particular meeting with Cameron LNG?

20 A. Yes, ma'am, I've had several.

21 Q. Who did you have several conversations with at
22 Breaux Petroleum?

23 A. In particularly it was Mike, the sales manager,
24 and his boss as well whom I believe was like -- was he
25 the VP or something? But they pretty much -- oh, the

1 guy's name was George. I do remember his first name was
2 George, the senior sales rep.

3 Q. So the senior sales rep who did not invite you
4 to a meeting with Cameron LNG his name was George?

5 A. Yes, I do remember that.

6 Q. Okay. And Lucas Kerley is the person who told
7 you about that meeting with Cameron LNG?

8 A. Yeah, that was one of many.

9 Q. Okay. But Lucas is the one that told you about
10 the meeting with Cameron LNG?

11 A. That's correct.

12 Q. And that's how you learned of it?

13 A. Yes.

14 Q. Okay.

15 A. Because, like I said --

16 Q. George. I'm sorry, go ahead.

17 A. As I said earlier, they share their sales
18 pipeline so I knew the account that they were working on
19 in pursuing but I -- I was not privy to the activities
20 that was going on in private.

21 Q. And you said you had a conversation with Mike
22 who was the sales manager for Breaux Petroleum and his
23 boss, George -- I'm sorry, and Mike's boss?

24 A. Correct.

25 Q. Is that correct?

1 A. That is correct.

2 Q. Did they give you any explanation as to why
3 George, the sales representative with Breaux, did not
4 invite you to the meeting or visit with Cameron LNG that
5 Lucas told you about?

6 A. I think he -- they said -- I think they said
7 he's old school. I don't know what that means like
8 being old school. I mean, I have heard that jargon
9 before a lot of times when older white males are
10 considered old school that typically means conservative,
11 like good old boy club and like kind of a -- I guess
12 euphemism for I guess prejudiced.

13 Q. But Mike, the sales manager for Breaux, he
14 simply said he's old school?

15 A. Yeah, that he likes to work alone. You know,
16 he's old school and, you know, George he does what he
17 wants to do and I have no control over that.

18 Q. Did you have any conversations with any other
19 employees at Shell about not getting invited to the
20 Cameron LNG meeting besides Lucas Kerley?

21 A. I did mention it to -- I think, if I recall
22 correctly, Xavier, my sales manager.

23 Q. Anybody else that you believe you mentioned the
24 situation to?

25 A. I think I might have mentioned it to Alex as

1 well, Sudyk, that, you know, he's responsible for
2 helping me grow the business. And I do recall one more
3 account called Westlake Chemical.

4 Q. Okay. So you said you mentioned not getting
5 invited by Breaux Petroleum to the visit with Cameron
6 LNG. You said you mentioned that situation to Xavier?

7 A. I don't recall if I mentioned that exact one.
8 It was like overall engagement with distributors and
9 activities and, you know, I was expected to help them
10 grown their business and I expressed to Xavier that, you
11 know, I was not getting invited and despite multiple
12 requests and so forth on the growth opportunities.

13 Q. So you expressed to Xavier that you were not
14 getting invited to go along with distributors with
15 respect to various different oppor -- growth
16 opportunities and new-client visits?

17 A. That's correct.

18 Q. But you didn't specifically mention the Cameron
19 LNG visit or George to Xavier?

20 A. I believe I did because we talked about my
21 engagement with all distributors, what's working, what's
22 not working, what can be improved because it got to the
23 point where Xavier would say, "Well, Carl, you know, you
24 can't, you know, wait on them so go out and do your own
25 hunting and then you..." -- and I did that. I went and

1 did my own prospecting in that market cold calling and
2 sometimes -- because they wouldn't work with me and so
3 sometimes I would go to some accounts that I didn't even
4 know they were working on our customers because they
5 don't always share, you know, their customers or current
6 accounts. So although, you know, my role is indirect
7 business development manager meaning my distributors
8 they managed the direct relationship with the end
9 customer, they do the billing, you know, they handle the
10 product. You know, we're not aware of -- yeah, so what
11 I would do I would take it upon myself the initiative to
12 analyze the market to go do my own calls and try to get
13 face time, get meetings set up on my own and then I
14 could tell Breaux like, "Hey, you know, I got an
15 advantage at this account." And I did it with my other
16 distributors as well.

17 Q. In other words, trying to identify end clients
18 that Breaux Petroleum could meet with?

19 A. That's correct.

20 Q. Okay. I'd like to just talk right now though
21 about your conversation with Xavier where you expressed
22 to him that you were not getting invited to certain
23 sales calls with the distributors. Did you -- I mean,
24 did you specifically mention Breaux Petroleum and the
25 Cameron LNG situation to him?

1 A. I don't recall the exact details and I -- I
2 notice you keep saying Cameron LNG but it's really the
3 multiple accounts that I mentioned.

4 Q. Right. I mean, I'm just wondering did you
5 mention to Xavier Breaux Petroleum not inviting you to
6 meetings with any of the clients that you mentioned
7 whether it be Cameron LNG, Enlink, Cheniere, McDermot or
8 Westlake Chemical?

9 A. I knew -- yes, because Xavier and I he would
10 have these weekly meetings with all of his sales team
11 members. It was called a week in the life, W-I-L-O,
12 week in the life of and so we would talk about
13 activities and so forth. So I highlighted, you know, my
14 concerns and things, you know, with Breaux Petroleum.

15 Q. Okay. What concerns -- besides not getting
16 invited to the meeting with the various clients that you
17 mentioned earlier, what other concerns did you mention
18 to Xavier during your weekly or monthly meetings with
19 him?

20 A. I'm sorry, you said what concerns other than --

21 Q. Yeah. I mean, you said you mentioned your
22 concerns to Xavier about not getting invited to these
23 meetings --

24 A. Yes.

25 Q. -- with Breaux Petroleum and some of the end

1 clients, right?

2 A. Yes.

3 Q. Okay. When you say you mentioned your concerns
4 to Xavier, what specifically did you tell Xavier with
5 respect to what your concerns were?

6 A. I mean, I don't remember, you know, verbatimly
7 but it was, you know, just that the challenge of working
8 with them because, you know, we had very aggressive
9 sales goals, we really got to hit our numbers, and I was
10 just very open about the lack of traction and engagement
11 that I had with them.

12 Q. Okay. Do you remember any other subject matter
13 that you discussed with Xavier in connection with Breaux
14 Petroleum not inviting you to sales meetings with
15 Cameron LNG, Enlink, Cheniere, McDermot, Westlake
16 Chemical or any other Breaux Petroleum clients?

17 A. I'm sorry, what was the first question -- what
18 was the question? Did I recall?

19 Q. What concerns did you discuss with Xavier with
20 respect to Breaux Petroleum's failure to invite you to
21 some of these client meetings, right, and you said you
22 do not remember specifically but you spoke in general
23 with Xavier about the challenge in working with them and
24 about the lack of traction with them.

25 A. Yes. And I did specifically, you know, state

1 George -- you know, I recall his last name was Leiato,
2 L-E-I-A-T-O.

3 Q. Okay.

4 A. And I do remember not the sales manager but the
5 guy I guess right -- right above the sales manager who
6 report to, his name was Mike Pryor, and that's P-R-Y.
7 He's the vice president in my department.

8 Q. And these are both employees of Breaux
9 Petroleum?

10 A. Yes.

11 Q. Okay. And you were telling me about your
12 conversations with Xavier about concerns with Breaux
13 Petroleum.

14 A. That's correct. And --

15 Q. Do you recall having -- discussing any other --
16 so when I asked you what conversations did you have with
17 Xavier about your concerns with Breaux Petroleum, you
18 said you didn't remember specifically but you told
19 Xavier that you were having challenges working with them
20 and that there was a lack of traction?

21 A. Yes, on opportunities that would matter. On
22 ones that would move the needle, you know, really help
23 from a performance standpoint to getting new business
24 and so the advice was like, "Well, you know, pretty much
25 you don't have..." --

1 Q. Let's just back up, Mr. Williams. Are you
2 now -- so do you recall discussing anything else with
3 Xavier about your concerns with Breaux Petroleum besides
4 what you just described?

5 A. No, outside of business engagement and gaining
6 new business, I don't recall any other incidents or
7 activities.

8 Q. Okay. That -- that you discussed with Xavier
9 with respect to Breaux Petroleum?

10 A. Correct. Yeah, other than the activities,
11 other than the challenges working with the senior rep
12 George Leiato. And if I recall, his feedback was
13 something like, "Well, you know, you can, you know, kind
14 of go do it yourself."

15 Q. So when you say "his feedback," are you talking
16 about Xavier's feedback?

17 A. Yeah, like the way to overcome it. You know,
18 so they're not, you know, willing to bring you in on
19 opportunities and so then you go knock on your doors
20 yourself.

21 Q. In terms of challenges with -- with George
22 Leiato, did you mention to Xavier anything that you
23 perceived to be challenges specifically with respect to
24 Mr. Leiato?

25 A. Yes.

1 Q. What did you tell Xavier specifically about
2 Mr. Leiato?

3 A. If I recall correctly, I think, you know, just
4 expressing that the difficulties of, you know, me
5 talking directly, you know, to him. You know, I've
6 spoken to him on the phone. We met in person and, you
7 know, I can't make the guy invite me but, you know, I
8 personally asked him and it's just -- it just -- it
9 didn't happen.

10 Q. And that's what you told Xavier about
11 Mr. Leiato?

12 A. Yes. I do recall along those lines, you know,
13 expressing specifically my engagement with that employee
14 with Breaux.

15 Q. Okay. And earlier you mentioned that Mike, the
16 sales manager at Breaux Petroleum, that you had a
17 conversation with him about George not inviting you
18 along to visit with new client opportunities or new
19 client accounts and you said that Mike said, well, he's
20 old school and he likes to work alone. Do you recall
21 that -- telling me that?

22 A. I do -- I do understand the term "old school"
23 and that, you know -- I mean, obviously he didn't always
24 like to work alone because he would invite Lucas Kerley
25 without inviting me so he's, you know, I guess

1 selective.

2 Q. Okay. Let me ask you this. You said that you
3 believe that the term "old school" was a euphemism for
4 being prejudiced?

5 A. It can. Conservative. Yeah, that's normally
6 kind of what it denotes.

7 Q. Did Mike ever tell you that George Leiato was
8 prejudiced?

9 A. No. No, of course not.

10 Q. Okay. He just said he's old school?

11 A. I believe he said that because I know -- you
12 know, he said, "George has been doing this awhile, 30
13 years. You know, I can't tell him what to do. You
14 know, he's going to do what he wants to do." You know,
15 he's like -- yeah. It was almost like "Although he was
16 a manager like I let George do what he wants to do."

17 Q. Okay, but Mike never told you that Mr. Leiato
18 was prejudiced?

19 A. Correct. No, of course not, no.

20 Q. Okay. Did you ever complain to Xavier or
21 anyone else at Shell that Breaux Petroleum was
22 prejudiced against you?

23 A. Are you saying I said that? Now you're saying
24 prejudiced.

25 Q. Did you ever complain to Xavier or anyone else

1 at Shell that you believed George Leiato or anyone else
2 with Breaux Petroleum was prejudiced against you or was
3 discriminating against you?

4 A. I never used those terms. I just kept it
5 commercial. I just said they wouldn't work with me on
6 the opportunities that can grow. I never said anything
7 about they're discriminating against me, they're
8 prejudiced against me, none of that stuff.

9 Lucas Kerley, on the other hand, you know,
10 told them to their face that perhaps they are because
11 they weren't willing to invite me on certain calls and
12 so forth.

13 Q. You're talking about Lucas Kerley telling
14 Breaux Petroleum as you described earlier?

15 A. Yes.

16 Q. Okay. Do you recall the name of any other
17 sales representative with Breaux Petroleum who failed to
18 invite you to client meetings other than George Leiato?

19 A. I mean, I've requested -- like I said, Clayton
20 Rougeou was pretty much the main one that I worked with.

21 Q. And you said you had no problems working with
22 him or having him invite you along to visit with new
23 opportunities, correct?

24 A. That's correct.

25 Q. Okay. So my question is sitting here today,

1 and I know it's, you know, been a year or two, can you
2 recall the names of any other sales representatives with
3 Breaux Petroleum besides George Leiato that did not
4 invite you along to meet with new opportunities or to
5 visit with clients?

6 A. Let's see, I think -- there were a couple
7 others. I remember --

8 Q. Can you remember any of their names?

9 A. I do remember, let's see, the guy's name was
10 Tony. What was Tony's last name? I can't remember
11 Tony's last name. There was also a Dale Leftwich.

12 Q. Adelle? Is that a female?

13 A. No, I'm sorry. I'm saying there is a Dale.
14 It's D-A-L-E, just Dale.

15 Q. Dale Leftwich?

16 A. Yeah, Leftwich.

17 Q. Besides George Leiato, Tony whose last name you
18 can't remember and Dale Leftwich, can you remember the
19 names of any other Breaux Petroleum sales reps who did
20 not invite you to attend meetings with -- with new
21 opportunities or client accounts?

22 A. There were another one or two. I don't recall
23 their names.

24 Q. Did you have any discussions with Mike about
25 any of the other sales representatives not inviting you

1 along to meet with new oppor -- new client accounts or
2 new opportunities?

3 A. Yes. Yeah, I did talk to Mike, the sales
4 manager, about it and he would, you know, share with me
5 the focus of different reps or the challenges -- their
6 chal -- their incompetencies but --

7 Q. Did Mike ever give you any explanation with
8 respect to Tony or Dale or any of his other sales reps
9 as to why they did not bring you along to meet with new
10 clients or new opportunities?

11 A. I don't remember verbatim.

12 Q. Do you remember generally Mike -- you know, any
13 explanation that Mike gave you with respect to reasons
14 that Tony, Dale Leftwich or other sales representatives
15 weren't bringing you along to those meetings?

16 A. I would have to hypothesize, you know. Like
17 they might have said something, I don't know, like you
18 know they have a lot of priorities. The sales cycle is
19 very long. That is one thing about my line of business
20 when you do industrial lubricants, it can take two to
21 three years -- you know, long time to -- long sales
22 cycle to gain the business. It's a long process.

23 Q. Okay.

24 A. I didn't know if you knew that but that's --
25 yeah, it takes a long time for a plant to make a

1 decision.

2 Q. Okay.

3 A. Yeah.

4 Q. So, you know, you told me earlier about Mike
5 making a comment about the reasons why George Leiato
6 wasn't bringing you along and that Mike's explanation
7 was that he was old school. I guess what I'm trying to
8 ask, Mr. Williams, is do you recall any other
9 conversations with respect to these other Breaux
10 Petroleum sales reps where Mike, you know, gave you an
11 explanation as to why these individuals weren't bringing
12 you along for sales calls?

13 A. It was just general commercial language. Like,
14 you know, they have a lot of priorities. They're trying
15 to hit their goals. You know, it takes awhile to land
16 business so they're focused on selling fuel and other,
17 you know, additives to make money.

18 Q. Okay. Mr. Mike with Breaux Petroleum never
19 stated that these individuals were old school or were
20 prejudiced or were discriminating against you, did he?

21 A. No, no. No.

22 Q. Okay. I'd like to talk briefly about the
23 situation you mentioned last week with Holly Burns.

24 A. Okay.

25 Q. I think you told me that Holly Burns is an

1 individual who you believe discriminated against you
2 during your employment with Shell?

3 A. That's correct.

4 Q. And I think you said your belief about that was
5 based on an incident that you described in your EEOC
6 charge where you were at a reception or a meeting
7 shortly after you began working for Shell?

8 A. Yes.

9 Q. Can you tell me about that situation, please?

10 A. Absolutely. I had started working with Shell
11 the week prior to this like sales kick-off meeting that
12 was in Houston. I recall, you know, with my new
13 supervisor, Eric Boydstun -- it was February, Black
14 History Month, and, you know, being an African-American
15 mechanical engineer from Tuskegee University, a
16 historical black college university, I was sharing -- we
17 were having dinner the night before and I was sharing
18 about black inventors like George Washington Carver, the
19 peanut and sweet potato, all his inventions. Garrett
20 Morgan and the gas mask, traffic light. Lonnie Johnson
21 with the Soap Soaker. He was like, "Wow, man, I didn't
22 realize African-Americans invented all these things."

23 Q. And who were you sharing this with?

24 A. My supervisor, Eric Boydstun.

25 Q. Okay.

1 A. Yeah, yeah. And there were a couple others at
2 the table. So the next day when I -- they have me
3 introduce myself in front of the -- you know, the sales
4 audience, "This is Carl Williams, new to Shell. Spent
5 ten years with Exxon." You know, and -- and during that
6 introduction -- introductory period I -- I said, "Hey,
7 you know, I was asked to share since it's Black History
8 Month, little known facts about some prominent
9 African-American inventors." And I shared, you know,
10 kind of what I shared with you. And it was like very
11 well received the way I presented myself and so forth.

12 And also there was another event where
13 Jesus asked the audience, he said, "We need to come up
14 with a theme song. Choose a song to kind of capture the
15 spirit of the new growth and what we want to change for
16 this year." And myself and Steven Stack and another
17 young lady we selected like "Ain't No Mountain High
18 Enough" and we all got up and sung.

19 So I was very comfortable, you know, out of
20 the gate with Shell. You know, I knew people that were
21 there from Exxon. I felt very welcomed, you know, as a
22 an experienced sales professional. And within my first
23 week I wasn't the typical timid employee. I was giving
24 Black History facts, up there singing, like I've been
25 there and just, you know, like family almost. It's was

1 very comfortable.

2 And so because of that that evening Holly
3 Burns and there was another lady like -- as I was
4 standing around talking with others she's like, "Hey,
5 you know, you're very cocky. Like arrogant. Like
6 cocky, arrogant."

7 I was like, "Excuse me?"

8 She said, "Yeah. Like you just started
9 with the company and you got to earn your stripes."

10 I said, "Earn my stripes? What? Excuse
11 me?"

12 And she got really loud and I was asking
13 questions. I'm like oh, my God and it caused a scene.
14 It caused, yeah, a scene and it did not look good for me
15 within my first week of employment.

16 Q. You said -- so other than her -- Ms. Burns
17 saying you were very cocky, you were very arrogant,
18 you've got to earn your stripes, do you recall her
19 saying anything else during that incident?

20 A. Not verbatim. Like I don't recall any racial
21 epithets or anything like that, you know.

22 Q. She didn't call you any kind of racial names
23 or, you know, use the N word or anything like that?

24 A. No, I do not recall her doing that.

25 Q. Okay. Do you recall her saying anything else

1 besides the cocky, arrogant and earn-your-stripes
2 comment?

3 A. I don't recall what else she said during that
4 -- during that period.

5 Q. Okay.

6 A. I just know --

7 Q. You started asking questions. Do you recall
8 what questions you asked her?

9 A. I was just like -- like when she made that
10 comment I said, "Excuse me? I don't understand."
11 Like -- and then, you know, she got really loud and then
12 -- and then I walked away.

13 And the next day my supervisor, Eric
14 Boydston, and Damon who is a black sales manager they
15 pulled me aside into a room. "Carl, you know, we heard
16 about the incident last night. You know, the incident
17 with you and Ms. Holly Burns and, you know, she said
18 something that you said."

19 And I was like, "I didn't say anything.
20 Like she confronted me and said I was, you know, cocky
21 and arrogant, need to earn my stripes and all this and
22 that and she got really loud."

23 And, yeah, they were like, "Well, Holly and
24 the other, you know, white female employee, you know,
25 they said this and that."

1 And it was just -- I was like man, just
2 throw me under the bus my second week here at Shell
3 because I was an experienced employee I guess, you
4 know...

5 Q. So she accused you of saying something to her
6 that offended her? And I'm talking about Holly when I
7 say "her."

8 A. I don't recall what she said but she made it
9 seem like I instigated or like -- I didn't even approach
10 her. You know, I didn't really know -- I didn't know
11 her. I was a new employee.

12 Q. Okay.

13 A. Yeah. So she -- she tried to say that I said
14 something or something like that but she was
15 (inaudible).

16 Q. So she said that you said something to her that
17 offended her? Is that -- is that what she claimed about
18 the incident? I'm sorry, did you hear me?

19 A. Yeah, I did. I don't recall verbatim what she
20 said she just said like, "Carl, you know, said
21 something" or -- I don't remember they said something
22 about my phone but -- I really don't recall her excuse
23 but I just know she tried to blame me for the verbal I
24 guess confrontation.

25 Q. Okay. And you said that your manager, Eric

1 Boydstun, spoke with you about the incident the next
2 day?

3 A. Yeah, it was Eric, my immediate supervisor, and
4 another African-American supervisor, his name was Damon.
5 They -- they both pulled me aside, pulled me in a room
6 and just like, "Carl, you know it doesn't look good.
7 You know, you just started with the company. You know,
8 you've really got to be careful. You know, you want to
9 make a good impression with the company, get people to
10 know you. It's not a good look coming out the gate."

11 Q. What did you tell Eric and Damon when they
12 pulled you aside?

13 A. I told them what -- what transpired, what Holly
14 and how she engaged me, the comments that she made and,
15 you know, got really loud and caused a scene.

16 Q. Did you tell them anything else besides the
17 comments that we discussed earlier that she made and
18 that she got loud and made a scene?

19 A. Yes -- no, I didn't -- I don't recall saying
20 anything else other than her behavior and the words that
21 she expressed.

22 Q. Okay. Those words were that you were cocky,
23 arrogant and needed to earn your stripes?

24 A. That's what I remember.

25 Q. Okay. And that's what you remember telling

1 Eric and Damon as far as what Holly's comments were?

2 A. That's correct.

3 Q. Okay. What did -- what did Eric and Damon tell
4 you?

5 A. I -- I just said that. They were like -- they
6 said, "Carl, you know, it's just -- it's not a good
7 look. You know, you want to make a good impression.
8 We're really glad to have you on board. You know, we're
9 really excited, you know, you helping the business grow,
10 and you're going to deliver for us but, you can't have
11 any more incidents like this. You know, it's not a good
12 impression. You want to make a good impression. This
13 is your first year with the company to, you know, really
14 showcase your experience, your intelligence, your
15 personality and just, you know, don't let something like
16 this happen again."

17 Q. Did they say anything else?

18 A. Not that I recall.

19 Q. Did you have any conversations or discussions
20 with anyone else at Shell about this -- this incident
21 with Holly Burns?

22 A. I shared it. You know, I was close to Steven
23 Stack. I might have shared it with another person or
24 two.

25 Q. Do you recall sharing it with anyone -- anyone

1 else?

2 A. I know I shared it with Steven Stack. I might
3 have mentioned it to Tamika, I don't recall. But that's
4 all I can really recall on that.

5 Q. Did you ever make any complaints to HR or any
6 other members of Shell management about the incident
7 with Holly Burns?

8 A. Absolutely not.

9 Q. Okay. And it's my understanding that you sent
10 her an apology after the incident; is that correct?

11 A. I -- I believe I might have. I don't remember
12 if it's immediately after the incident but I tried to
13 come to good terms with her.

14 Q. Okay.

15 A. I do -- I do think there was an e-mail.

16 Q. Okay.

17 A. There was an e-mail and a phone conversation.

18 (Exhibit 5 was marked for identification.)

19 Q. (BY MS. JAMES) And we're going to mark this
20 document labeled as Equilon 433 as Exhibit 5. And I
21 just want you to take a look at that and let me know if
22 that's a copy of the e-mail apology that you sent to
23 Ms. Burns after the incident.

24 A. Okay.

25 VIDEO OPERATOR: Sorry, you just sent this

1 to me directly. This is the videographer.

2 MS. JAMES: Oh, okay. Oh, me to everyone.
3 I don't know why -- okay. Thank you for that. I just
4 sent it again.

5 THE WITNESS: Yes. This -- I would have --
6 this does look like an e-mail that I sent.

7 Q. (BY MS. JAMES) Okay. And earlier last week
8 when we talked, Mr. Williams, you mentioned a lady by
9 the name of Tracie Haygood and I just want to recall,
10 you're not able to recall what her specific role was
11 with Shell when she worked for Shell, are you?

12 A. It may come to me.

13 Q. And you -- okay. Do you recall who her manager
14 was?

15 A. I do not.

16 Q. All right. Well, just let me know if you're
17 able to think about -- if you are able to remember what
18 her role was at this point during the deposition.

19 And last week you -- you provided a copy of
20 an e-mail that Ms. Haygood sent you after your
21 employment with Shell ended that looks like it was sent
22 to you around the time you had the resolve mediation
23 with Shell. Do you have any other e-mails or written
24 statements by any other individuals you would consider a
25 witness with respect to the allegations you're making

1 against Shell in this litigation?

2 A. I do not have any other e-mail from any of the
3 Shell employees.

4 Q. Do you have any other like, you know, typed up
5 or written statements that any witness has signed in
6 connection with this case?

7 A. I -- I do not recall having any other written,
8 no.

9 Q. Okay. Go ahead.

10 A. I was going to say, I just checked LinkedIn.
11 Tracie Haygood, her title is North America commercial
12 manager.

13 Q. Okay.

14 A. With the agriculture sector.

15 Q. Okay. And you're getting that off of LinkedIn?

16 A. Yes, ma'am.

17 Q. Okay. I want to just show you -- you earlier
18 you told me about a situation with O'Rourke Petroleum
19 where O'Rourke -- and I believe this was last week we
20 discussed this -- O'Rourke made a complaint about you to
21 Mr. Puvilland; is that correct?

22 A. That's correct.

23 Q. Okay. I just want to confirm.

24 (Exhibit 6 was marked for identification.)

25 Q. (BY MS. JAMES) Let me show you what I'm

1 marking as Exhibit 6. Let me know if you've got it.
2 It's Bates-labeled Equilon 59.

3 A. Okay, I do recall this e-mail.

4 Q. So Exhibit 6 is a copy of an e-mail that
5 Mr. Puvilland sent to you following this incident with
6 O'Rourke Petroleum?

7 A. Yes.

8 Q. Okay. And it looks like Mr. Puvilland is
9 giving you a couple of instructions following that
10 incident. One of them is that he tells you that until
11 further notice you're not to have any further
12 communications with O'Rourke; is that correct?

13 A. That's correct.

14 Q. Okay. It also looks like he's asking you for
15 an account -- or your account of what happened that
16 upset O'Rourke that caused them to make a complaint
17 about you to Shell; is that correct?

18 A. That's correct.

19 Q. And you recall providing that written
20 statement?

21 A. Yes.

22 (Exhibit 7 was marked for identification.)

23 Q. (BY MS. JAMES) I just want to show you a copy
24 of what we'll mark as Exhibit 7 and just confirm for me
25 if this is a copy of the written statement that you

1 provided to Mr. Puvilland pursuant to his request.

2 A. It's not showing my comments. Oh, it was a
3 Word document.

4 Q. So I think -- so I think maybe -- let's see.
5 Okay, so I think I just sent you the e-mail.

6 A. Right.

7 Q. This is the Word document attached to the
8 e-mail, Exhibit -- I'm sorry, the document marked as
9 Equilon 1284 through 1286.

10 THE REPORTER: Did you want that to be
11 Exhibit 8?

12 MS. JAMES: So what I was going to do is I
13 was going to say, Wendy, this -- that exhibit is all
14 Exhibit 7. It's going to be Equilon -- for the record
15 Equilon 1283 through 1286. Equilon 1283 is an e-mail
16 and then Equilon 1284 through 1286 is an attachment to
17 the e-mail and all of that would be Exhibit 7.

18 THE REPORTER: Thank you.

19 Q. (BY MS. JAMES) So, Mr. Williams, can you just
20 confirm for me that what we've marked as Exhibit 7 is
21 the e-mail and the Word attachment that you prepared in
22 response to Mr. Puvilland's request that you send him
23 your account of what occurred at O'Rourke?

24 A. I'm sorry, what was the question?

25 Q. So I've just sent you a couple of documents in

1 the Chat.

2 A. Yes.

3 Q. And those documents are marked Equilon 1283
4 through 1286 at the bottom.

5 A. Okay, I'm looking for 1286. Is that a part of
6 84?

7 Q. Yes.

8 A. Okay, yes, yes. I did craft this e-mail
9 document. I do confirm it.

10 Q. Okay. Equilon 1283 through 1286 which we've
11 marked as Exhibit 7 is a copy of the e-mail you sent and
12 the Word document you drafted giving your account of
13 what happened with O'Rourke?

14 A. That's correct.

15 Q. My understanding was that O'Rourke's
16 complaint was that -- part of its complaint was that you
17 had brought up another distributor during a client
18 meeting; is that correct?

19 A. It wasn't during the client meeting. We had
20 lunch and I was -- we were debriefing, myself and
21 another employee, Adrian na, we were just talking about,
22 you know, how the meeting went, you know, next
23 opportunities, working together and I was sharing that
24 Shell had a new campaign and approach to expanding the
25 industrial lubricants business by utilizing RelaDyne

1 Reliability Services which is -- which is a separate
2 company an entity that RelaDyne Lubricants Distribution.
3 And so Shell was really promoting, you know, to utilize
4 them nationwide. They were -- so the way reliability
5 worked is they provide technical support and they can
6 work alongside any distributor: you know, Shell and
7 whomever. And so they're a support service function.
8 They're not like competitors.

9 So I was asking Mr. Scott Field, I said,
10 "Hey, you know, Shell has this new campaign and
11 agreement with RelaDyne Reliability Services with their
12 technical expertise and what they can offer." And I
13 said, "You know, I understand they're a service
14 division. They're a stand-alone company which is
15 different than their lubricants business and which
16 O'Rourke competes against."

17 And he said, "Carl, I would never like, you
18 know, work with them. You know, they stole some of my
19 business," and this and that and, you know, he was
20 really ticked off about it. He did not mention -- I'm
21 sorry?

22 (Exhibit 8 was marked for identification.)

23 Q. (BY MS. JAMES) Okay. Now, I wanted to show
24 you a copy of an e-mail that I'm going to show you
25 marked as Equilon 165 and 166 which we'll attach as

1 Exhibit 8. Are you familiar with the e-mail that's
2 marked as Exhibit 8 which is Equilon 165 and 166?

3 VIDEO OPERATOR: Looks like we lost him.
4 Would you like to go off the record?

5 MS. JAMES: Yes.

6 VIDEO OPERATOR: Recording stopped.

7 (Recess taken from 12:31 p.m. to 12:31 p.m.)

8 VIDEO OPERATOR: We're back on the video
9 record. It's 12:31 p.m.

10 THE WITNESS: Okay, what was the question?

11 Q. (BY MS. JAMES) I was just asking -- well,
12 first off, is Exhibit 8 which is Equilon 165 through
13 166, is that a copy of an e-mail that you sent with
14 respect to O'Rourke Petroleum?

15 A. Yes, this is an e-mail that I had sent in
16 regards to visiting an account, that's correct.

17 Q. And the account that you visited with O'Rourke
18 Petroleum, is that High Roller Sand?

19 A. Yes.

20 Q. Okay. So that -- High Roller Sand would have
21 been a potential client of O'Rourke Petroleum and an end
22 client of Shell; is that correct?

23 A. Yes, that would have been -- that's correct.

24 Q. Okay. And you attended a meeting with O'Rourke
25 and High Roller Sand in or around January of 2020

1 according to this e-mail; is that correct?

2 A. That's correct.

3 Q. Okay. What is POPSAS, P-O-P-S-A-S, that's
4 referenced in this e-mail?

5 A. It's a -- it's an acronym but it is basically
6 you complete a document -- it's like the purpose,
7 opportunity, solutions -- you basically write down what
8 you know about the account, who are the stakeholders,
9 it's like background information on the account, what
10 are you looking to achieve, what do you anticipate being
11 the obstacles, what do you think your value proposition
12 is. So it's like a questionnaire that helps prep you on
13 the account and opportunity based upon what you can find
14 out.

15 Q. Okay. The incident described in this e-mail
16 chain, Mr. Williams, this is different from the incident
17 that we just discussed that resulted in O'Rourke asking
18 that you no longer be on their account?

19 A. Yeah, this is a different account. Different
20 time period.

21 Q. Okay. It's still -- it's still working with
22 O'Rourke but it's for a different end client, High
23 Roller Sand?

24 A. Yes.

25 Q. Okay. And is -- it looks like you're saying

1 that you didn't -- that you're accepting responsibility
2 to make sure that you have better POPSASs and pre-call
3 information with all of my distributors moving forward.
4 Do you see that?

5 A. Yes, that's correct.

6 Q. Okay. So was there a visit with High Roller
7 Sand where you didn't have complete pre-call information
8 before you went out to visit the account?

9 A. So I was working with a new sales manager,
10 Scott Fields, you know, it would have been his
11 counterpart out of West Texas. Well, he's actually
12 based out in Dallas. And so I had phone conversations.
13 Before I made this -- this visit -- because this is in
14 the Midland-Odessa area -- I guess it was back in
15 December Jarrett Enochs, you know, who also works with
16 O'Rourke, he -- you know, he works for Shell. He
17 supports O'Rourke from a business standpoint.

18 He said, "Carl, you know, O'Rourke has this
19 opportunity that they want you to join them out of West
20 Texas, you know, early next year." And he's like, "You
21 know, they want your support. You know, engage with the
22 sales manager to, you know, uncover, you know, the
23 opportunity and see how you can support them."

24 So this is during the holiday period, like
25 December, and this is my -- this is my first time

1 working with -- what's the name of this guy? I think
2 it's in the e-mail. Let's see, High Roller -- I don't
3 see his name. I think his name is Justin, if I'm not
4 mistaken. So he was a new sales manager and we spoke on
5 the phone -- yeah, it is Justin -- to -- about
6 opportunities to kind of maximize my visit because I
7 guess one of the things you kind of -- you have to
8 consider is that they -- they know the marketplace.
9 They have a local sales rep out there, you know, who
10 calls on these accounts and so they have the background
11 information. I was tagging along with them. So I
12 didn't have a direct relationship with this account
13 so --

14 Q. You're talking about High -- the High Roller
15 Sand?

16 A. Yes, yes. So, you know, if they don't tell me
17 -- if they're not willing to share -- you know, it's --
18 I'm the assistant, you know, that comes along to help
19 whoever is representing Shell so it's kind of
20 challenging for me to really, you know, take lead on
21 when I have to depend on them because they have the
22 connection. They're the ones that manage the relation,
23 I'm just a support person. But in this e-mail I just,
24 you know, wanted to say, "Hey, you know, I take, you
25 know, responsibility for making sure that I help my

1 distributors do a better job at helping me because this
2 is my first time working with the sales manager, working
3 in this market." And I was asked to go and support them
4 and -- by -- by Jarrett to support this new sales
5 manager but they -- they didn't really have a good
6 footprint analysis on their marketplace. I mean, the
7 account that we went to, like one of the them was an
8 existing Shell account that they didn't -- they didn't
9 even know so it was -- it was probably one of the
10 poorest visits I've ever engaged with a distributor
11 throughout my career. I mean, including Exxon and
12 Shell.

13 Q. Okay.

14 A. Yeah.

15 Q. But it looks like Xavier is saying in the
16 middle of the page that, you know, it was his belief
17 that there was some improvement that you guys could make
18 on your end, too, as far as being better prepared for
19 these meetings; is that correct?

20 A. You said he made a suggestion that we could be
21 better prepared?

22 Q. Yeah. I mean, it looks like in his e-mail,
23 Xavier's e-mail --

24 MR. HODGES: Objection. He can read the
25 e-mail verbatim as to what it's speculating.

1 THE WITNESS: Yeah, can you please read the
2 exact sentence?

3 Q. (BY MS. JAMES) Yeah, I'm looking at Xavier's
4 e-mail right underneath yours. "Carl, Clearly a miss on
5 our end as well, the right quality of POPSAS would have
6 caught this mismatch ahead of time, we need to improve
7 this on our end too." Do you see that?

8 A. I do see that.

9 Q. Okay. And your response to him was that you
10 would make sure that you were better prepared for the
11 meetings and engagements before moving forward.

12 MR. HODGES: Objection: misstating
13 testimony.

14 Q. (BY MS. JAMES) Is that your response,
15 Mr. Williams?

16 A. I missed what you said. Attorney Eddie was
17 speaking as well.

18 Q. Okay.

19 MR. HODGES: Yeah, the objection
20 (simultaneous speaking) --

21 Q. (BY MS. JAMES) I'll re ask it. So your
22 response at the top of the page, Mr. Williams, your
23 e-mail there is in response to Mr. Xavier's e-mail just
24 below it, correct?

25 A. Let me see. Because mine is at the top so mine

1 was the 14th at 7:00 at night and Mr. Xavier's it looks
2 like his was before mine. Yes, so this would have been
3 my response to his e-mail which, I mean, if you look at
4 it, it looks -- we had a discussion about it. There was
5 shared responsibility between myself and Jarrett who is
6 an experienced Shell employee who managed the
7 relationship with O'Rourke and, you know, Xavier is
8 saying, "Carl, a miss on our end as well." So it was
9 like shared responsibility between O'Rourke, Jarrett and
10 myself, like a collective miss, and, you know, I being a
11 person who takes ownership of my -- my business and
12 account and doing the best that I can do, I just, you
13 know, chose to take ownership of the situation.

14 Q. Okay.

15 A. Opposed to say, "Hey, it ain't my fault. They
16 did it. Jarrett told me," and all that, you know,
17 he-she stuff finger pointing.

18 Q. Okay.

19 (Exhibit 9 was marked for identification.)

20 Q. (BY MS. JAMES) I'm going to show you a copy of
21 what's marked as Equilon 1068 and we'll mark this as
22 Exhibit 9 to your deposition.

23 MR. HODGES: Can I request the time -- how
24 much time is left?

25 MS. JAMES: We can go -- let's go off the

1 record.

2 VIDEO OPERATOR: We are going off video
3 record. The time is 12:41 p.m.

4 (Recess taken from 12:41 p.m. to 12:52 p.m.)

5 VIDEO OPERATOR: On the video record. It
6 is 12:52 p.m.

7 Q. (BY MS. JAMES) Mr. Williams, did you have an
8 opportunity to look at Equilon -- with the documents
9 that's Bates-labeled Equilon 1068 through 1071?

10 A. I'm almost finished. I think if you give me
11 about two minutes, I'll be done.

12 Q. Okay. We're going to mark that as Exhibit 9.

13 A. Okay, I'm ready.

14 Q. I just -- I wanted to confirm that Exhibit 9
15 includes e-mails that you exchanged with the manager,
16 Mr. Puvilland, in connection with performance feedback
17 that he had provided you in the fall of 2019 it looks
18 like. Is that correct?

19 A. That's correct.

20 Q. Okay. And if you look, there's an e-mail from
21 Mr. Puvilland to you dated October 31st, 2019, that
22 starts at the bottom of Equilon 1068 and goes on to the
23 next page and concludes on Equilon 1069. Do you see
24 that?

25 A. On 1069. Okay, I see it.

1 Q. Okay. And this is an e-mail that Mr. Puvilland
2 sent to you on October 31st of 2019?

3 A. Yes, that's what the e-mail shows.

4 Q. Okay. In this e-mail he's discussing various
5 issues and topics related to your performance; is that
6 correct?

7 A. That's correct.

8 Q. Okay. And you don't dispute that this is an
9 e-mail that Mr. Puvilland sent to you?

10 A. I do not dispute it. I concur that this is an
11 e-mail that he sent to me. I mean, the chain also
12 contains the e-mails that I sent to him. I mean, it's a
13 chain of various e-mails and dates all in regards to the
14 EYR. That stands for end-year review. So this is like
15 a performance feedback.

16 Q. The end-year review is what EYR stands for in
17 the subject line you said?

18 A. Yes, ma'am.

19 Q. Okay. And in your review the review refers to
20 a review of your performance; is that correct?

21 A. Yes, ma'am.

22 (Exhibit 10 was marked for identification.)

23 Q. (BY MS. JAMES) And then I'm going to show you
24 what we'll mark as Exhibit 10 which is labeled as --
25 Bates-labeled as Equilon 73 and 74. Did you get that,

1 Mr. Williams?

2 A. The one, 73?

3 Q. Yes, sir, Equilon 73 and 74 which we'll mark as
4 Exhibit 10.

5 A. Yes.

6 Q. Are you familiar with that e-mail?

7 A. Let me take a look at it. Yes, I do recall.
8 Yep, looks good.

9 Q. What is Exhibit 10, Mr. Williams?

10 A. I'm sorry, you said what is Exhibit 10?

11 Q. Yes.

12 A. Oh, okay, I see. So Exhibit 10 was this
13 document Equilon, yeah, 73 so --

14 Q. Yes, 73 and 74.

15 A. -- this represents a collaborative effort
16 between Xavier and myself on what information he's going
17 to put into the system that articulates his views on my
18 performance.

19 Q. So this is his, Mr. Xavier's, comments on your
20 performance in January of 2020, correct?

21 A. Uh-huh.

22 Q. Is that correct?

23 A. Yeah, this -- yeah, this is indicative of my
24 performance for 2019.

25 Q. Okay.

1 A. And the time stamp is from I guess my start
2 date which was, what, I think Martin Luther King's
3 birthday, January 18th of 20 -- yeah, '19 up until
4 November 1st. So 11 months with the company this is my
5 performance I guess review. Not even like a full year.
6 Like I said, as you saw we had the year-end review like
7 at the end of October.

8 Q. Okay. So this review -- this review in Exhibit
9 10 was provided in January of 2020?

10 A. That's correct.

11 Q. Okay. And it looks like Mr. Puvilland the
12 first e-mail which is on the last page, Equilon 4,
13 Mr. Puvilland sent you his comments on your performance
14 for the 2019 year. Do you see that?

15 A. Which -- which page or what did you say, the
16 bottom?

17 Q. Equilon 74.

18 A. Let me maximize the screen.

19 Q. It's the second page.

20 A. I see it now. Yes.

21 Q. Okay. So Equilon 74 is an e-mail Mr. Puvilland
22 sent to you with his comments for your performance in
23 2019; is that correct?

24 A. That's correct.

25 Q. Okay. And then it looks like at the bottom of

1 Equilon 73 you suggested some changes to his comments;
2 is that correct?

3 A. That's correct.

4 Q. Okay. And at the top of page 73 it looks like
5 he sent you an e-mail back where he accepted some of
6 your changes and made some additional changes to his
7 comments on your performance for the 2019 year; is that
8 correct?

9 A. That's correct.

10 Q. Earlier, Mr. Williams, you mentioned that when
11 you first started working with Mr. Puvilland you guys
12 had monthly meetings called MILOs; is that correct?

13 A. Yeah, when I first got started, as -- as a
14 team, Xavier had all of the BDMs to book time on his
15 calendar where we would check in once a month and that
16 was like the first couple of months and then I guess by
17 the third month of working with him or so or somewhere
18 in that timeframe it became opposed to checking in once
19 a month it became every week and this is something that
20 all employees did.

21 Q. Okay. And what were y'all -- what was he
22 checking in on with you about in these MILO and then
23 ultimately that changed to the WILO meeting? What
24 things were y'all discussing?

25 A. All account managers, he did this with all of

1 us and so we would share where the opportunities are,
2 where we're going to be spending time for the week, what
3 we're looking to achieve for the week, where we need
4 support. But it was more so like, "What are you working
5 on? What are you doing to gain business? You know, how
6 can I support you?"

7 Q. Now, he would have these meetings one on one.
8 I understand that you're saying that he -- Mr. Puvilland
9 met with other business-development managers in the same
10 fashion having these MILO and WILO meetings with them
11 but with respect to you he had these meetings with you
12 one on one; is that correct?

13 A. Yeah, all of these are one on one. I guess my
14 point is like this was standard. Like this is not
15 individual performance coaching and I find that
16 misleading. "Oh, I gave Carl coaching." No, this is a
17 standard business practice that you do with all
18 employees.

19 Q. Okay. So did he discuss with you in those
20 meetings opportunities or his expectations for, you
21 know, areas where you needed to improve and what you
22 needed to work on?

23 A. Yeah, there were -- there were -- in doing some
24 of them, you know, there were things to work better and
25 others, you know, there was -- you know, there was some

1 good stuff. "Hey, Carl, you're doing well in these
2 areas. You know, keep up the work here. I'm noticing
3 improvement." You know, even when you read the end-year
4 review, you know, one --

5 Q. Well, so you're talking about what we just
6 talked about a few minutes ago, Mr. Williams, the
7 end-of-year review?

8 A. Yeah.

9 Q. Okay. Well, I just wanted to ask you about the
10 MILO and the WILO meetings which were the monthly
11 meetings where Mr. Puvilland sat down with you and
12 talked to you about areas in which you were doing good
13 and then areas for improvement and opportunity. And
14 it's my understanding that at first those meetings were
15 happening on a monthly basis and they were called MILO,
16 M-I-L-O. Is that correct?

17 A. That's correct.

18 Q. And then those meetings were happening on a
19 weekly basis and they were called YILO, Y-I-L-O; is that
20 correct?

21 A. That's correct.

22 Q. Did Mr. Puvilland like often send you e-mails
23 following up those meetings just like a little recap of
24 what was discussed during those meetings?

25 A. Yes. So --

1 Q. Okay. Let me -- so I only have a few minutes,
2 Mr. Williams, left so I just want to make sure I get all
3 of my questions in.

4 My understanding is that Mr. Puvilland
5 expressed to you -- well, let me -- I'm going to show
6 you an e-mail that we'll mark as Equilon 1184. I'm
7 sorry, we'll mark it as Exhibit 11 but it's labeled
8 Equilon 1184.

9 (Exhibit 11 was marked for identification.)

10 Q. (BY MS. JAMES) Did you get a copy of what I
11 sent in the chat that's marked Equilon 1184 and then
12 there's a second page marked 1185?

13 A. Yes, it's opening now. "Thanks, making good
14 progress. Midtex..." Okay, yeah, I'm ready.

15 Q. Are you familiar with Exhibit 11 which is
16 Equilon 1184 and 1185?

17 A. I mean, it looks familiar. It looks like
18 something we discussed and shared.

19 Q. The subject line is "Path to \$1.5M."

20 A. Yes.

21 Q. What is that referring to?

22 A. That's like a sales goal, a revenues to grow
23 the business for me as an individual.

24 Q. Okay. So it's like a revenue goal for new
25 business?

1 A. Yeah, like a target.

2 Q. Business revenues? Okay. And was that a goal
3 that you and Mr. Puvilland discussed at you being able
4 to grow new business or bring in new business revenues
5 of \$1.5 million?

6 A. I don't recall like if that was my specific
7 objective. I would have to look at my objectives but I
8 know it was to grow and, you know, of course perform and
9 have the company made money but...

10 Q. Yeah, and bring in new business as part of
11 that?

12 A. Yeah, that's correct.

13 Q. Now, earlier you talked about you received a
14 bonus from Shell in February of 2020?

15 A. That's correct.

16 Q. The bonus you received, would that have been
17 based on business in 2019?

18 A. Yes.

19 Q. Okay. Are you familiar with bonus amounts that
20 were received by other business-development managers in
21 your department?

22 A. We don't share. You know, that's personal.
23 It's not like public knowledge. I just know Tamika
24 Greer, she -- she was struggling to get her bonuses and
25 she was making complaints and I think she had to dispute

1 it and I think she ended up getting her bonus but...

2 Q. You don't know the amount of any bonus she got?

3 A. I do not. I just know that mine was \$23,000

4 for -- for -- for my performance in 2019 because I --

5 you know, I exceeded my sales objectives. You know,

6 that's one thing I like about sales is that the numbers

7 speak for themselves.

8 Q. Did the bonus -- I mean, the bonus that you

9 received, was that based, Mr. Williams, on the total

10 volume of business --

11 A. That's correct.

12 Q. -- your accounts did?

13 A. Yes, and the growth. The growth in revenue and

14 volume. I think I saw I think it was 125,000 gallons I

15 think of new business. It was -- it was stated in one

16 of the --

17 Q. Okay. But the bonus was made on total volume

18 of business, not just new business, correct?

19 A. No, it's based on new business.

20 Q. Okay.

21 A. Yeah, yeah, you get paid based upon how you

22 perform and I had gained 125,000 gallons of new business

23 and that was just during the second half of 2019, you

24 know. I didn't start working with my distributors until

25 June so there's really like just six months of work.

1 Q. Okay. And other than -- other than your
2 hearing that Tamika Greer had complaints about her
3 bonus, you didn't discuss any amounts that other
4 employees received in terms of their bonuses, did you?

5 A. I did not discuss any amounts. I'm not privy
6 to what other incentives others received. I just know
7 that these are individual performance bonuses, they're
8 not teams and you had to perform as an individual and I
9 performed well enough within my short tenure to get a
10 \$23,000 bonus.

11 Q. Okay.

12 A. So the one thing --

13 Q. Now -- well, let me ask you this, Mr. Williams.
14 Did you ever make any complaints about discriminatory
15 treatment or retaliation by Mr. Puvilland or anyone else
16 at Shell?

17 A. I did during the Resolve -- well, when I was
18 terminated I filed a complaint.

19 Q. Okay. So after your termination?

20 A. Uh-huh.

21 Q. Yes?

22 A. Yes, ma'am.

23 Q. Okay. So prior to your termination you never
24 made any complaints about discriminatory or retaliatory
25 treatment by Mr. Puvilland or anyone else at Shell, did

1 you?

2 A. No, there were no like formal -- yeah, nothing
3 formal that I submitted to HR. You know, I would just
4 chat with my peers about, you know, what's going on, how
5 we're being treated, are we getting treating the same,
6 especially the other black employees.

7 Q. Okay. But did you complain -- make any
8 complaints to anyone with management or anyone with HR
9 prior to termination?

10 A. No, ma'am.

11 Q. And then after -- you said after your
12 termination you submitted a complaint?

13 A. Yes.

14 (Exhibit 12 was marked for identification.)

15 Q. (BY MS. JAMES) Okay. And I just wanted to
16 show you a copy of a couple of documents that we'll mark
17 in global as Exhibit 12 and they are Equilon 517 and 525
18 and 526. I just wanted to ask, Mr. Williams, if this is
19 the copy of the Complaint you submitted after your
20 termination that you mentioned earlier?

21 A. I'm just reviewing it. Okay, I do agree to
22 sending this.

23 Q. When you said you made complaints about
24 Mr. Puvilland after you were terminated, is this what
25 you -- are these documents what you're referring to?

1 A. Yes.

2 Q. Okay.

3 A. Yeah, this was the written complaint that I
4 submitted to like I guess the HR system e-mail. You
5 know, I also shared with them over the phone but...

6 Q. Okay. So you spoke with individuals in Shell
7 HR about the contents of what's in Exhibit 12 after your
8 termination as well as submitting these written
9 complaints to Shell HR?

10 A. Yes. My question -- so when you say Exhibit
11 12, I don't see exhibit numbers. I just see the --

12 Q. We'll mark that as Exhibit 12 but just so you
13 are aware, it's Equilon 517 and then 525 and 525 that
14 we'll mark as Exhibit 12.

15 A. Oh, I see. Okay, yes. I just want to make
16 sure.

17 Q. Okay. And just so I'm clear, what I've showed
18 you 517 and then 525 and 526, those are copies of the
19 complaints that you submitted to Shell HR after you were
20 terminated?

21 A. I see 526, 525, yes. Did you say 517?

22 Q. Correct. It should have been right before 525
23 and 526.

24 A. In that same document?

25 Q. No, I sent it just before.

1 A. It didn't open up. It's downloading. That's
2 the largest file you've sent.

3 Q. It's only a page or two.

4 A. It's seven megabytes. Must be pictures or
5 something in there unless you put some graphics in
6 there.

7 Q. I don't think so.

8 A. It's opening. I see. Yep, I agree that I
9 submitted that.

10 Q. Okay. And is that a copy of the -- you
11 mentioned earlier that you made a complaint after your
12 termination to Shell HR about Mr. Puvilland. Is that a
13 copy of the complaint that you made or are those
14 documents a copy of the complaint that you made, Equilon
15 517 and then 525 and 526?

16 A. Yes, yes, this is documentation -- written
17 documentation of complaints that I've made about
18 Mr. Xavier Puvilland.

19 Q. Did you make any other complaints to HR after
20 your termination other than the two written complaints
21 or the two documents that I've just showed you that
22 we've marked as Exhibit 12?

23 A. Yes, I did. So there was this one to HR and
24 then there was another one to the Resolve group.
25 There's -- what do they call it?

1 Q. Oh, are you talking about you submitted a
2 request to mediate your disputes through the Shell
3 Resolve program?

4 A. No, I'm sorry, I misconstrued. It's actually
5 they have an ombudsman, like Shell ombudsman. They're
6 like independent. I think the person's name was Miki, I
7 believe. I made a complaint about the way I was treated
8 and what took place and -- because they were supposed to
9 report stuff like that to I guess the country manager or
10 a very high-level person because he --

11 Q. Okay, go ahead.

12 A. He just -- he just expressed what happened to
13 me like -- was like he kind of agreed it's unfair and
14 that's not typically how Shell treats employees and
15 he's -- you know, he just said he was going to I guess
16 kind of, what, document like what took place.

17 (Exhibit 13 was marked for identification.)

18 Q. (BY MS. JAMES) I just shared with you a copy
19 of what is marked as Equilon 1295 to 1297 and we'll mark
20 it as Exhibit 13 and I just wanted to know if this is --
21 so you mentioned Miki. Is that the ombudsman that you
22 were referring to?

23 A. Yes.

24 Q. And is this a copy of the complaint that you
25 submitted to Miki in Exhibit 13 which is Equilon 1295

1 through 1297?

2 A. Give me one second. Let me just read through
3 it. Okay, now what was the question?

4 Q. Is this a copy of the complaint that you
5 submitted to Miki that you were referring to?

6 A. Yes, that's correct.

7 Q. Okay. And this is dated March 19th of 2020 so
8 that would have been after your termination on March
9 16th; is that correct?

10 A. That's correct.

11 Q. And, Mr. Williams, do you have a copy of the
12 documents you produced in this litigation?

13 A. Which -- which document?

14 Q. The documents that are Bates labeled as
15 Williams 1 through 168.

16 A. Is that something that's on the screen or --

17 Q. No, they're -- I can -- I can send these to you
18 but let me just send them and then let's go off the
19 record because it might take you a minute to open them.
20 I just want to confirm that they're documents that you
21 produced to us in the litigation. They're the 100 or so
22 pages. The majority of it looks to be medical record so
23 I just wanted to confirm that these are records that you
24 produced. Just one second and I'll send them to you.
25 Let's just go off the record while that downloads and

1 give Mr. Williams time to download it on his end and
2 then we'll go back on.

3 VIDEO OPERATOR: Would you like to go off
4 right now? Okay. We are off the record. The time is
5 1:21 p.m.

6 (Recess taken from 1:21 p.m. to 1:26 p.m.)

7 VIDEO OPERATOR: We are back on the video
8 record. It is 1:26 p.m.

9 Q. (BY MS. JAMES) Mr. Williams, did you get a copy
10 of the documents that you produced I sent you, Williams
11 1 through 168?

12 A. Yes, I did.

13 Q. It looks like those documents contain medical
14 records for you from Kingwood Psychiatry. Do you see
15 that?

16 A. Yes.

17 Q. Can you tell me why you produced these records
18 in this litigation?

19 A. I'm trying to remember. I think I was asked by
20 my attorney at the time or something I guess related to
21 health. I do know that there was emotional stress and
22 so forth. I think this is perhaps chronology, you know,
23 kind of during the time period it looks like as I was
24 employed by Shell just for my health perspective.

25 Q. Okay. So these are copies of records related

1 to psychiatric treatment that you received in connection
2 with emotional distress that you claim was caused by
3 Shell?

4 A. There's some of that in here and some, you
5 know, before the termination.

6 Q. Okay. So some of the records relate to
7 psychiatric treatment that you received I think prior to
8 even working for Shell, correct?

9 A. You say prior? I'm looking -- wait a minute.

10 Q. Yeah, so there's records related to treatment
11 received in 2016, 2017 and, you know, 2018 and I just
12 want to confirm that that treatment occurred prior to
13 the time that you were working for Shell, correct?

14 A. Yes, if those are the dates on them, yes.

15 Q. Okay. I mean, what dates of treatment -- what
16 -- what are the dates of the psychiatric treatment that
17 you received in connection with the emotional distress
18 that you claim was attributable to anything that Shell
19 did?

20 A. I have to go through each one and see. Hold
21 on.

22 MR. HODGES: This will be the last
23 question.

24 THE WITNESS: So specifically the day -- I
25 see a record -- from looking at this file -- let's see,

1 it's page 26 of 153 -- that's what's on top of the
2 document, the medical notes from my consultation.

3 Q. (BY MS. JAMES) What page is at the bottom?
4 What number is at the bottom, Mr. Williams?

5 A. Okay, in the PDF it states 41 out of 168 and at
6 the bottom Williams 41. 0041.

7 Q. Okay. Any other treatment records in here that
8 relate to treatment you received for emotional distress
9 you claim to be attributable to anything that Shell did?

10 A. Let me take a look. I mean, I know that one is
11 definitely. I mean, that was just like two days after I
12 was terminated. And there's even comments about me
13 experiencing anxiety. Let's see. They even had to put
14 me -- yep, had to be on extra medication for anxiety and
15 medicine to help me sleep which is not a part of my
16 normal medical intake so this is demonstrative -- so I
17 realize this is demonstrative of emotional distress and
18 things that I had to overcome due to what happened to
19 me.

20 Q. Sure. I was asking you though were there any
21 other treatment records in here other than the one, that
22 Williams 0041? Are there any other records related to
23 treatment you received for emotional distress that you
24 attribute to anything that Shell did?

25 A. Not that I can see at this time. Just the one

1 that I highlighted.

2 MS. JAMES: Okay. Pass the witness.

3 MR. HODGES: Thank you. Mr. Williams, do
4 you need a break or anything or do you want to just go
5 straight through?

6 THE WITNESS: Let's go straight through,
7 man.

8 EXAMINATION

9 Q. (BY MR. HODGES) All right. Just as, you know,
10 we already mentioned before, if you could just allow me
11 to answer -- or to ask my question before you answer. I
12 know sometimes I may talk too fast. If you can't get a
13 question or if you need me to clarify, just ask.

14 So just to start it off, when was your hire
15 date again?

16 A. On Martin Luther King's birthday, January 18th,
17 2019.

18 Q. Okay. And your position throughout your
19 position through -- what was your position throughout
20 your employment?

21 A. I was considered the indirect panel
22 business-development manager.

23 Q. And as the business development manager or BDM
24 what was your -- your role?

25 A. My role was to help my distributors grow their

1 business. You know, their customers selling Shell
2 lubricants. So they managed the relationship, you know,
3 they'd do the invoicing and all that and I'm there as a
4 support person.

5 Q. So who were your customers?

6 A. My distributors. Oh, that would be O'Rourke,
7 Breaux, MidTex, Reladyne, Quality. I had about nine or
8 so distributors. So the distributors are my customers
9 and I help them sell Shell lubricants to their end-use
10 customers which, you know, can be power plants,
11 construction sites, gas compression, injection molding,
12 manufacturing facilities.

13 Q. Okay. And how were you assigned these
14 distributors/customers when you were employed?

15 A. Management, they'd decide. My initial manager
16 because the territory was vacant for about six months or
17 so and so the previous rep, you know, moved on and his
18 name is Jess and so I came into the area and that was
19 pre-defined upon my employment, before it.

20 Q. And you said that you were hired on Martin
21 Luther King day 2019?

22 A. Yes.

23 Q. And who was your manager when you were hired?

24 A. Eric Boydstun.

25 Q. And when did Xavier Puvilland -- do you mind if

1 I just call him Xavier? You know what I'm talking
2 about?

3 A. It's actually Xavier.

4 Q. When did Xavier become your manager?

5 A. Official day was like August 1st. That's the
6 official. I met him at the end of July, we met like an
7 intro, but officially and so forth like August 1st.

8 Q. And who was in charge of -- or scratch that.
9 Strike that.

10 How was your performance measured during
11 your employment?

12 A. You said how was it measured?

13 Q. Yes.

14 A. I had growth objectives from a sales
15 performance. You know, I was expected to -- so the
16 numbers speak for itself which is why, you know, I was
17 able to get the bonus so, you know, my sales was good,
18 you know, despite my shorten your and the company -- you
19 know, so -- so sales and there were other things like,
20 you know, maintaining safety, having a robust pipeline.
21 Those -- you know, the intangibles. You know, doing
22 reports on your sales and stuff like that.

23 Q. And what does a bonus have to do with
24 performance?

25 A. The bonus meant that you exceeded your

1 objectives; that your performance was valid, strong
2 enough to award you for a strong performance.

3 Q. And who ultimately measured your performance?

4 A. My immediate manager.

5 Q. And who was your immediate manager?

6 A. Well, it transitioned to Xavier so it was his
7 decision.

8 Q. And so I want to -- I'm going to be showing
9 some exhibits. I'm going to be sharing my screen and I
10 just want to get some clarification from you. Just give
11 me one second while I share my screen. This is going to
12 be marked as -- and I'm going to get to the court
13 reporter I'm going to give you the exhibit list at the
14 end but I'm going to give you the total list at the end.
15 So this is going to be marked as Defendant's Exhibit 1
16 and it's --

17 MS. JAMES: You mean Plaintiff's Exhibit?

18 MR. HODGES: Sorry, I'm sorry. I've been
19 working on something else. Yes, Plaintiff's Exhibit 1.
20 I'm sorry.

21 (Plaintiff's Exhibit 1 was mentioned and
22 retained by counsel.)

23 Q. (BY MR. HODGES) So can you see this?

24 A. I'd like if we can make it larger, please. Oh,
25 yeah, that's nice.

1 Q. Okay. And this is -- for the record this is
2 labeled Equilon 000097. And so for the record,
3 Mr. Williams, can you tell me what this is?

4 A. A business performance scorecard for the year
5 and this is just the first half of -- I see January 19
6 through -- was that May? So --

7 Q. It's 6/30.

8 A. Yes. Is it six? Okay, okay. Yeah, until the
9 end of June. So this is indicative of performance --
10 this is showing 2018 versus 2019. I was hired in 2019.
11 So you're seeing growth. Volume, you know, 138 percent
12 versus prior year. C3, that stands for contribution
13 margin, so that's, you know, profitability or margin.
14 Unit C3 unit margins. And then premium volume. So what
15 you're seeing is, you know, increases in performance.

16 Q. And -- and is this increase of performance
17 between the time of -- as it states, here January 1st,
18 2019 through June 30th, 2019?

19 A. That's correct.

20 Q. And can you explain to me what this F 2018 FY
21 percentage means?

22 A. I think -- I think full year.

23 Q. And -- go ahead.

24 A. Yeah, that stands for the full -- the full year
25 percentage of those metrics and then the -- the YE means

1 year end and then the LE means later estimate.

2 Q. And so in -- can you say again what LE means?

3 A. So 2019 year-end -- year-end estimate.

4 Q. What does the L stand for? I keep cutting out
5 so I can't hear?

6 A. Latest estimate. Latest estimate.

7 Q. Latest. Okay. And so can you explain that as
8 you were going to?

9 A. So what we're looking at, on the left side,
10 that's the performance, you know, versus plan. Yeah,
11 yeah, so versus plan, the 2019 plan, so -- so you have
12 2018 actual results, what was sold, how much money was
13 made. And then we have a growth plan, right? We have
14 objectives. So 2019 plan. This is showing you the
15 increase -- this is showing that my performance
16 objectives increased that percent. So you look at 2018,
17 1.7 million -- 1.7 million gallons and then the goal --
18 the growth goal increase by 38 percent -- 138 percent.
19 So, yeah, that's what we're seeing 2018 results and then
20 2019 plan. So that's showing some very strong growth
21 measures. Extremely high. Okay, so then -- so then as
22 I look at the right side -- I'm sorry?

23 Q. I didn't say anything. Go ahead.

24 A. I was just explaining -- you know, kind of
25 remembering what we're looking at here. So then as we

1 look at the right side we see all of this -- oh, okay.
2 So year to date for let's see 2018 -- so I think when it
3 says year to date I think that means from January 2018
4 through June 30th, 2018. So you're looking at a
5 six-month period there in 2018 year to date versus year
6 to date and results in 2019. So that's showing a year
7 over year six-month growth period of 13 percent higher,
8 25 percent higher. So there's growth in performance.
9 And then that 2019 year-end estimate, as you can see
10 because it's half of the year, this is projecting how we
11 would finish in a year if things continue on the path of
12 where the business currently is. So you're pretty much
13 just double. So that's what -- that's what it's showing
14 that 2018 that the leaders estimate, the percent of
15 growth would be like 106 percent of last-year's volume,
16 120 percent greater volume. So everything is greater
17 than 100 percent. That's indicative if things continue
18 on the path -- you know, unless there's other, you
19 know -- which should be other account gains for the
20 second half of 2019, you know, these numbers would be
21 higher but it's just saying if nothing has changed, you
22 gained no more new business versus 2018 as things are --
23 this is what we estimate your -- your performance volume
24 to be.

25 And then the one on the right is showing

1 that latest estimate versus the plan and as you can see
2 that plan is very aggressive. It's like almost --
3 almost like ungodly aggressive. I mean, when you look
4 at 138 percent growth plan, you know, and then versus
5 106 percent, you know, versus last year, I mean, you
6 grow the business 6 percent there and 20 percent, I
7 mean, that sounds pretty good, right? But, no. They're
8 like, no, you need to grow at 32 percent -- 100. So
9 that's interesting.

10 Q. Is this business performance scorecard, is this
11 specific to you?

12 A. Yes, sir.

13 Q. Do you know if any other BDM received business
14 performance scorecards?

15 A. Yes, we all received it. It's like company
16 required. As a matter of fact, this is a part of my
17 midyear review and management, they're required to do a
18 midyear review, a midyear performance review.

19 Q. Okay. And based on this document here does it
20 have -- based on your opinion, does it describe or give
21 any evidence of what your performance was at that time?

22 A. Yes, this is showing for the first half of 2019
23 my employment. You know, the numbers are good, you
24 know, versus last year, versus 2018 you see the growth
25 in volume so performance there and then when you look at

1 the bottom chart, you know, you see green, you know,
2 which is good, you see yellow that's, you know,
3 opportunity to make improvement but there is no red.
4 There's nothing that indicates failure, you know, or
5 poor performance.

6 Q. And how many of these business performance
7 scorecards would you say you received throughout your
8 employment?

9 A. Just -- I believe just two, a midyear one and
10 end-of-the-year one.

11 Q. And did you ever receive any of the red marks
12 which you just referred to?

13 A. I -- I would have to take a look at the
14 end-year review one. I do not recall. I would have to
15 take a look.

16 Q. But did you -- but you didn't receive any for
17 the midyear?

18 A. No, sir, this is exactly what was presented.

19 Q. Okay, I'm going to stop sharing here.

20 I'm going to open up another document. So
21 this is going to be Defendant's -- I'm sorry, I keep
22 saying Defendant's. (Simultaneous speaking.)

23 MS. JAMES: Can you tell me -- Eddie, can
24 you tell me what the Bates range was for your first
25 exhibit?

1 MR. HODGES: Yes, it was 97, 00097.

2 And this one is going to be -- Plaintiff's
3 Exhibit 2 is going to be ranging from 001104 through
4 001107.

5 (Plaintiff's Exhibit 2 was mentioned and
6 retained by counsel.)

7 Q. (BY MR. HODGES) All right. Mr. Williams, can
8 you see this document?

9 A. Yes, sir, but if you can zoom in, that would
10 help, please.

11 MS. JAMES: Eddie, I'm sorry to interrupt
12 again. You said the first one was Equilon 94?

13 MR. HODGES: 7.

14 MS. JAMES: 97? Okay.

15 Q. (BY MR. HODGES) Mr. Williams, can you see this
16 document now?

17 A. Yes, sir.

18 Q. And do you know what this document is?

19 A. This says, "2019 KPI Results." Okay. Yeah, it
20 looks like the results of my performance.

21 Q. What does "KPI" stand for?

22 A. Key performance indicators.

23 Q. And this e-mail here was sent on -- what's the
24 date here that's from you?

25 A. You said what is the date?

1 Q. Yeah, what's the date on this e-mail?

2 A. Oh, it states February 24th, 2020.

3 Q. All right. And this is -- is this an e-mail
4 from you to Luke Toshiff (phonetic) and Xavier
5 Puvilland?

6 A. That's correct.

7 Q. What -- what was the purpose of this e-mail?

8 A. So Luke is like a business analyst. He helps
9 confirm the numbers for performance and I wanted to make
10 sure I understood what bonus amount I received and how
11 the calculation works based upon my volume and margin
12 and so he confirmed I think the amount that I received
13 due to my strong performance.

14 Q. And so were you able to get -- it appears you
15 received the e-mail from Monica saying that they don't
16 have the details to calculate. You have to connect to
17 HR. Did you ever connect with HR as to your bonus?

18 A. I don't recall connecting with HR. I remember
19 getting a confirmation. There's -- there's an exhibit,
20 I guess a document showing the bonus amount and that --
21 how the calculation went so I don't recall reaching out
22 to HR but I do recall getting the information.

23 Q. Okay. As I scroll down here is this basically
24 what you were referring to as to how it was calculated?

25 A. Yes, sir.

1 Q. As I keep scrolling down -- this is 1105.

2 Going now to 1105, is this an e-mail from Luke Toshiff

3 on Monday 24th, 2020, to you and Xavier and Monica?

4 Subject says, "2019 KPI Results." Do you see that?

5 A. Yes, sir.

6 Q. And was this your KPI performance results

7 that's pasted right here?

8 A. Let me see. As I look at it, it looks like the

9 performance with my distributors. So these are the key

10 performance indicators for the distributors that I

11 supported. 2019 results for accounts tied to your KPI

12 performance. So, yeah, my performance is linked to my

13 distributors.

14 Q. And so based on this information here, is this

15 how your bonus is calculated?

16 A. It's -- it's a part of the ratio.

17 Q. Can you explain the ratio?

18 A. It's a -- it's the previous slide with the

19 premium and then the volume. Yeah, yeah, yeah, that's

20 -- that's like the ratio. It was kind of like -- so in

21 order to get the standard bonus, you know, you've got to

22 meet the green. You've got to have premium. So the

23 standard bonus means that you exceed your volume and

24 then exceed your margin so -- for product. So the goal

25 is to sell not just more oil, it's like you got to sell

1 the higher-margin product where you make more money for
2 synthetics. You know, it's just like tires. You can
3 buy a Goodyear tire or Firestone or you can go to
4 Michelin. So we want to sell more higher grade, higher
5 profitable lubricants. This is just showing the ways
6 that the bonus can be earned. And in this case like the
7 top one shows the percentages of volume versus
8 high-margin product and then the second one shows -- so,
9 yeah, these are just the calculations that shows you the
10 possibilities to get a bonus. It has to lead to you
11 selling more product or a combination thereof of
12 higher-margin product.

13 Q. So based on the information that you just
14 stated, would -- would you be able to calculate a bonus
15 from this table right here?

16 A. I think -- I think there's another table.
17 There's another exhibit I believe that shows -- it says
18 this is your final numbers and this is your bonus
19 amount. But this is -- this right here is a component
20 of my distributors' performance and we would have to
21 look at the aggregate to see -- so I would really have
22 to compare this versus my -- that Exhibit 1 that shows
23 like eligible for bonus, yes, and it shows the exact
24 numbers.

25 Q. Okay. Just give me one second. I think I may

1 have that.

2 THE WITNESS: Attorney James, are you
3 having lunch?

4 MS. JAMES: Yeah, sorry.

5 THE WITNESS: I didn't get an invite.

6 (Plaintiff's Exhibit 3 was mentioned and
7 retained by counsel.)

8 Q. (BY MR. HODGES) So this is going to be labeled
9 Plaintiff's Exhibit 3, Bates-labeled doc 1033, Equilon
10 1033. Is this the document that you were referring to
11 that -- (audio distortion)?

12 A. Yes, sir.

13 Q. Okay. And it says right here "Eligible for
14 Bonus" and under that "Yes." Is that referring to your
15 2019 performance?

16 A. Yes, sir.

17 Q. Okay. And so this table right here consists of
18 your distributors; is that correct, this table that
19 says --

20 A. Yes.

21 Q. And this says -- right down here it says,
22 "Thanks, Xavier."

23 A. Uh-huh.

24 Q. So is this something that you sent Xavier?

25 A. No, sir, Xavier sent that to me.

1 Q. Okay. So Xavier was aware that you received a
2 bonus?

3 A. Yes, sir.

4 Q. And -- okay. Okay. Mr. Williams, what do you
5 consider to be coaching?

6 A. I guess there's two ways to look at it. I
7 mean, coaching is like, you know, a manager, you know,
8 who wants to offer you advice to be successful, like
9 give you pointers and so forth and want to put you in
10 the best position to do well. That's typically what
11 coaching is and it's -- you know, it's just like having
12 an active relationship with an employee, you know, for
13 their development.

14 Q. Is there a difference in your opinion -- is
15 there a difference in your --

16 A. I'm sorry, go ahead.

17 Q. Is there a difference in your opinion between
18 coaching and, what is it, the WILO -- or the MILOs and
19 the WILOs, the monthly meetings? Is there a difference
20 between those two?

21 A. They're kind of the same. You kind of review
22 what you're doing and then you get advice on, okay, this
23 is good. Let's focus on priorities. It's like
24 interactive. So coaching, just to make clear, it
25 doesn't mean that you're underperforming or you're

1 failing. It's like, hey, you know, we're a team. This
2 is -- you're telling me you're working on this. I'm in
3 agreeance with you that, you know, this should be your
4 priorities, if you could focus your time and these
5 efforts. So, yeah, coaching itself and then in
6 association with the WILOs and MILOs that's normal
7 business-engagement conversation between an employee and
8 a manager to ensure that they are working on the right
9 initiatives to help the company make money.

10 (Plaintiff's Exhibit 4 was mentioned and
11 retained by counsel.)

12 Q. (BY MR. HODGES) Okay. And I'm going to pull
13 up -- this is going to be labeled as Plaintiff's
14 Exhibit -- actually, I think this is 4 -- 4 now. And
15 this is going to be Bates-labeled Equilon 112.

16 Can you see this, Mr. Williams?

17 A. Yes, sir.

18 Q. And do you know what this is?

19 A. Let me see. Scroll to the top. Coaching day.
20 And it has -- this is in August. Okay. (Reading
21 outloud) Dear Carl Williams, it has been discussed...
22 for you to work on in coming months from your session
23 what has the individual improved or done well in
24 relation to display more leadership to the coach and
25 improve policy granularity meetings especially

1 understanding of decision structure, ensure key decision
2 makers attending focus on new volumes.

3 Okay, yeah, so this is a documented
4 coaching and this was standard, I believe, by all
5 employees, I believe. Sales -- yeah, sales coaching. I
6 think it was something like generated in the system
7 where I think the managers, you know, like sales
8 coachings like whether he was good or bad, you know,
9 they have to like state like this activity. I remember
10 it being system generated.

11 Q. Okay. And so you said that this is a sales
12 coaching day so all the BDMs from your knowledge were
13 coached that day as well?

14 A. Yes, sir.

15 (Plaintiff's Exhibit 5 was mentioned and
16 retained by counsel.)

17 Q. (BY MR. HODGES) Okay. Let me share another
18 document. I'm going to share with you Plaintiff's
19 Exhibit 5 -- marked Plaintiff's Exhibit 5. This
20 document is Bates-labeled Equilon 858 through 859 and
21 I'm going to start at the bottom of this e-mail.

22 Do you see this e-mail right here?

23 A. Yes.

24 Q. Can you tell me who it's from?

25 A. So that's from Xavier to myself on March 3rd,

1 2020. I guess it's a couple of weeks before my
2 termination.

3 Q. And so it says you're -- you're just following
4 up on your discussion from the morning and your notes --
5 these are the notes.

6 A. Uh-huh.

7 Q. Or he's following up from a discussion you had.
8 So you guys had a discussion that morning?

9 A. Yes. So the weekend -- yeah, every morning
10 like he does with all the other BDMs we would -- we
11 would talk about what's going on and then he would
12 insert notes.

13 Q. And so just going through these notes hitting
14 these bullet points, out of two visits -- excuse me --
15 scratch that.

16 Out of all these bullet points here, do
17 these bullet points in your opinion give off to you that
18 you were underperforming?

19 A. No, not at all. Not at all.

20 Q. And so when you read this e-mail on March 3rd,
21 2020, did you -- did this e-mail make you believe that
22 you were underperforming?

23 A. Not at all.

24 Q. So when you read this e-mail on March 3rd,
25 2020, you didn't have no reason -- did you have any

1 reason to question whether you were underperforming or
2 performing?

3 A. No. I was never informed about under
4 performance.

5 Q. And would you consider this e-mail --

6 MS. JAMES: On the record, I was on mute
7 and I objected to the form of the last question. Go
8 ahead. Sorry.

9 MR. HODGES: Can you -- Reporter, can you
10 just restate my last question for me, please?

11 MS. JAMES: Eddie, I'm just making a record
12 of my objection to the form of the last question.

13 (Record read as requested.)

14 MR. HODGES: Thank you.

15 Q. Mr. Williams, when you read this e-mail and you
16 read the bullet points that are established by Mr.
17 Xavier, did you have reason to believe that you were
18 underperforming?

19 A. No, sir.

20 Q. Okay. And, again, the date of this e-mail
21 is -- what is it?

22 A. March 3rd, Tuesday, 2020.

23 Q. And, for the record, how -- on what day you
24 terminated -- what day were you terminated?

25 A. Monday, March 16th.

1 Q. And would you consider this e-mail that
2 includes these bullet points, would you consider that to
3 be coaching?

4 A. Coaching? I guess it's standard -- like this
5 is a summary of our call. It's just a summary about it.
6 It's not really, I guess, coaching. It's just this is
7 what we talked about.

8 Q. So until this point -- up until this point,
9 March 3rd, 2020, you had no record -- or you had no
10 knowledge that you were underperforming?

11 MS. JAMES: Object to the form.

12 THE WITNESS: Right.

13 Q. (BY MR. HODGES) So you didn't know on March
14 3rd, 2020, that you were underperforming?

15 A. That's correct.

16 MS. JAMES: Object to the form.

17 Q. (BY MR. HODGES) And -- okay, I'm going to take
18 this Exhibit 5. Actually, we're going to go here, up to
19 this -- up to -- scroll up a little bit. Do you see
20 where -- this e-mail right here?

21 A. Yes, sir.

22 Q. And can you tell me what date this was sent?

23 A. March 3rd, 2020, 9:16. It looks like it was
24 sent the same as the other one, just a little bit later.

25 Q. And this one was -- the other one was sent at

1 8:27 to you, p.m. Do you see that?

2 A. Yes, sir.

3 Q. And this one you said was sent on -- at 9:16
4 p.m.?

5 MS. JAMES: I'm going -- I'm just going to
6 object to the form. I don't -- this isn't an e-mail
7 that Mr. Williams is on, is it? No, I'm not seeing
8 that. This is an e-mail between two other individuals.

9 MR. HODGES: Understand.

10 Q. And so, Mr. Williams, based on this e-mail, it
11 does state that you were -- it was an e-mail sent from
12 Xavier to Kristia Encarnacion?

13 A. That's correct.

14 Q. And do you know who Kristia Encarnacion is?

15 A. Yes, ma'am, she's an HR representative. She
16 was the person who was on the phone -- was on Skype when
17 I was terminated.

18 Q. And do you see that it says, "I had another
19 weekly coaching session with Carl Williams today. See
20 below"?

21 A. Yes.

22 Q. And scrolling through these e-mail from the
23 notes that we just discussed from Xavier to you,
24 correct?

25 A. Yes, sir.

1 Q. And he states that he's showing no improvement
2 and more gaps in execution.

3 A. Yeah, I don't see that in the e-mail.

4 Q. Right here.

5 A. Yes, sir. I mean, I see that statement but I
6 don't see the language -- the bullet points. They don't
7 support his statement.

8 Q. So is it your belief that at the time that you
9 received the e-mail from Xavier on March 3rd, 2020, that
10 there was no evidence of him believing that you weren't
11 improving or there were more gaps in execution?

12 MS. JAMES: I'm going to object to the form
13 of the question. Go ahead.

14 Q. (BY MR. HODGES) Did you understand the
15 question, Mr. Williams?

16 A. I'm sorry, one more time.

17 Q. Did you understand the last question I asked?

18 A. The objection threw me off.

19 Q. Okay. So the question is when you received the
20 e-mail on March 3rd, 2020, from Xavier that had the
21 bullet point -- these bullet point notes that he sent to
22 you, is it your belief or understanding that that e-mail
23 showed signs that you were not improving and that there
24 were gaps in your execution based on your belief?

25 MS. JAMES: Object to the form.

1 Q. (BY MR. HODGES) You can answer the question if
2 you understand it.

3 A. Yeah, based upon my belief and from what was
4 discussed and in even just reading the e-mail, there's
5 nothing in that e-mail that demonstrates gaps in
6 performance and poor performance.

7 Q. Okay. I'm going to open -- this is going to be
8 labeled as Plaintiff's Exhibit 6. Do you see this
9 document? This is Bates-labeled Equilon 1106 through
10 110 -- I already did this one. I already labeled this
11 one. Did I? No, I did 1104 to 1106. So y'all want to
12 go back? I think this has already been marked as
13 Plaintiff's Exhibit 2. But this is a continuance of
14 Exhibit 2 that we didn't go over.

15 And so down here do you see this e-mail
16 that's dated Wednesday, January 29th, 2020?

17 A. Yes, I do.

18 Q. And your -- and this is an e-mail in which
19 you're responding to feedback you received from Xavier;
20 is that correct?

21 A. Yes.

22 Q. And we scroll down here in this e-mail of you
23 marked -- first of all, first, this is an e-mail from
24 Xavier to you originally, correct?

25 A. Yes, that's correct.

1 Q. And that was sent on January 28th, 2020, at
2 6:05 p.m.?

3 A. Yes.

4 Q. All right. And can you read the first
5 sentence?

6 A. It says, "Carl, Thanks, making good progress.
7 Please find attached some additional comments/questions
8 below."

9 Q. And what was your belief or understanding as
10 what he meant when he said "good progress"?

11 A. That I am performing, you know, meeting
12 expectations.

13 Q. Did "good progress" mean to you that you were
14 underperforming?

15 A. Absolutely not.

16 Q. And where you indicated -- are these your notes
17 here in red?

18 A. Yes. I am responding to his question or
19 comment.

20 Q. And -- and that's all this information here in
21 red, correct?

22 A. Yes, sir.

23 Q. And his response to your comments is the e-mail
24 that he sent on the same -- or -- excuse me -- yes, on
25 the Wednesday the 29th at 7:00 p.m.? Is that -- is that

1 your understanding that he sent a response to your
2 comments on that date on this top e-mail?

3 MS. JAMES: Object to the form.

4 THE WITNESS: Yes.

5 Q. (BY MR. HODGES) Do you understand the
6 question, Mr. Williams?

7 A. Please repeat the question.

8 Q. Yes. So is this response here from Xavier to
9 you on January 29th, 2020, at 7:00 p.m., is this a
10 response from Xavier in response to your feedback in
11 which you highlighted in red below?

12 A. Yes, sir.

13 MS. JAMES: Object to the form.

14 THE WITNESS: That's correct.

15 Q. (BY MR. HODGES) Okay. And so in his response
16 here above at the top is there any indication to you or
17 based on your belief or -- excuse me, is there any
18 indication to you that you were underperforming based on
19 this e-mail on top?

20 A. No, sir, absolutely not.

21 Q. And can you explain what his response meant to
22 you?

23 A. I see, "Carl, Thanks. I'll be more comfortable
24 once we have sectors view but I guess for now we'll go
25 with that. Next step would be to start comparing

1 existing pipelines with those targets, strategy could be
2 directional. Would be good to understand why -- would
3 be good in you from where fell the top/gaps are in terms
4 of pipeline so with start addressing them."

5 So it looks like he's responding I guess to
6 my comments? Yeah, yeah, yeah. Overall is what I gave
7 in red.

8 Q. But from your under -- from your belief and
9 your opinion that this e-mail didn't indicate that you
10 were underperforming?

11 A. That's correct.

12 Q. Okay. And how often did you have meetings with
13 Xavier?

14 A. Myself and all employees, BDMS, we all met with
15 him individually every week.

16 Q. And -- and so you've worked with Xavier since
17 March -- March of -- sorry, August of 2019; is that
18 correct?

19 A. Yes, sir.

20 Q. And so from August 2019 through the time you
21 were terminated you would have monthly and weekly
22 meetings with Xavier?

23 A. Yes, sir.

24 MS. JAMES: Object to the form.

25 Q. (BY MR. HODGES) And during -- okay. During

1 your time being supervised by Xavier you had monthly and
2 weekly meetings, correct?

3 A. Yes.

4 Q. Okay. And in any of those --

5 MS. JAMES: Object to the form.

6 Q. (BY MR. HODGES) In any of those -- in any of
7 those meetings, weekly meetings, monthly meetings, did
8 Xavier ever indicate to you that you were
9 underperforming?

10 A. No, sir.

11 MS. JAMES: Object to the form.

12 Q. (BY MR. HODGES) And so throughout your
13 employment you never heard that you were underperforming
14 from anybody; is that correct?

15 MS. JAMES: Object to the form.

16 Q. (BY MR. HODGES) Have you ever heard that --
17 have you ever heard that you were underperforming while
18 working at Shell?

19 A. No, sir, I have not. I was never told that I
20 was underperforming. We would have coaching and they
21 say, "Hey, you know, here's some things to improve on
22 and you're making progress." But, yeah, it was never
23 stated that you're not meeting expectations. You know,
24 if this continues you're going to go on a performance
25 improvement program and terminated. Yeah, none of that.

1 (Plaintiff's Exhibit 6 was mentioned and
2 retained by counsel.)

3 Q. (BY MR. HODGES) Okay. All right. I want
4 to -- this is going to be Plaintiff's Exhibit 6 and it's
5 going to be Bates-labeled Equilon 1152.

6 THE REPORTER: That's Exhibit 7.

7 MR. HODGES: Well, my Exhibit 6 was
8 actually Plaintiff's Exhibit 2 and I'm going to send
9 that to you but I think if not, I can just split it up.
10 But the way I had it it was combined.

11 THE REPORTER: I'll figure it out.

12 Q. (BY MR. HODGES) So this -- do you see this
13 document?

14 A. Yes, sir, I can.

15 Q. Have you ever seen this document before?

16 A. Who is this addressed to? I have to see the
17 top.

18 Q. Yeah, this is from HR Services and it appears
19 to be March 5th, 2020. I think the date is combobulated
20 that way but it's March 5th and it's to Xavier.

21 A. Yes, sir.

22 Q. And it's "Subject: GC/under performance
23 management." Have you ever seen this document?

24 A. Not when I was with the company but I saw it --
25 I guess this is, what, the discovery? It was in that --

1 that 1,400 -- yeah, this -- yeah, I have seen this.

2 Q. Okay. And are you familiar with performance
3 improvement plans?

4 A. I am overall from a corporate standpoint.

5 Q. Are you aware of anybody that was a
6 business-development manager that was placed on a
7 performance improvement plan during your time at Shell?

8 A. No, sir, I'm not aware.

9 Q. And -- okay. And do you see here that -- yes,
10 you see that it says, "We read your YE writeup for
11 Carl"? Do you see that?

12 A. Yes, sir, year-end review.

13 Q. Okay, so that's what that "YE" stands for?

14 A. Yes, sir, year-end performance review.

15 MS. JAMES: Object to the form. And just
16 to clarify, this -- Mr. Williams, you said you received
17 this e-mail in discovery in this litigation; that this
18 is not an e-mail you received during your employment,
19 correct?

20 THE WITNESS: Correct, this e-mail was not
21 sent to me. It's not addressed to me.

22 MS. JAMES: This is specific to other Shell
23 employees and you were not included or copied on it?

24 THE WITNESS: This -- this is Xavier and,
25 you know, HR is recommending it looks like putting me on

1 a PIP, giving me the original warning, giving me 30 days
2 to improve and they said we would --

3 Q. (BY MR. HODGES) Mr. Williams, you are the
4 subject of this e-mail though, correct? This e-mail is
5 a response to you?

6 A. Yes, sir.

7 Q. Okay. And so you see it says Y end write-up?

8 A. Yes, sir.

9 Q. Were you ever presented the YE write-up by Mr.
10 Xavier?

11 A. You say was it presented?

12 Q. Yeah, was the YE write-up ever presented to
13 you?

14 A. Yeah, that -- that was a -- a write-up that
15 Xavier and I collaborated on and he end up -- the
16 language that he gave me to put into the system, that's
17 what they're -- that's what they're referring to.

18 Q. And you see that the HR request says, "it
19 sounded like the rating was not unacceptable"?

20 A. Correct.

21 Q. And so from your understanding when you're
22 referring to the year-end write-up that you
23 collaboratively completed with Xavier, was it your
24 understanding then that your rating was unacceptable?

25 MS. JAMES: Object to the form.

1 THE WITNESS: No, not at all. It was
2 exactly as it states. It sounded like my rating -- I
3 mean, it kind of sounds confusing the way they have it,
4 like not unacceptable. But essentially they're saying
5 based upon his write-up from what they read that my
6 performance from the tone of and what he wrote that it
7 was acceptable, that it was on par; that there's no
8 indications of under performance or being unacceptable.
9 So they asked we are wondering on what kind of message
10 was being sent to the employee in conversation with him.

11 Q. And so -- okay, go ahead. Finish.

12 A. They're basically saying they don't -- they
13 don't see based on his write-up how my -- his
14 recommendation for a dismissal at least for under
15 performance.

16 Q. So based on your knowledge when you were
17 collaborating with Xavier on the YE write-up, you had
18 no under -- you didn't believe that your performance was
19 unacceptable, did you?

20 A. No, sir. Not only did I believe but I knew
21 that my performance was not unacceptable. I knew that
22 my performance was -- for someone that had only been
23 working for the company actually doing actual work for,
24 what, eight months, I mean, because I really started
25 with my distributors in June so as he stated, within my

1 short tenure like, you know, I'm moving, I'm growing,
2 you know, my performance is on par and his review was
3 very promising. He's like, "Carl, in 2020 you're going
4 to make great strides and it's going to execute well."

5 (Plaintiff's Exhibit 7 was mentioned and
6 retained by counsel.)

7 Q. (BY MR. HODGES) Okay. All right. So now I'm
8 going to share my screen and this is going to be marked
9 as Plaintiff's Exhibit 7, Bates label doc 488. And do
10 you see this document right here? Or do you see this
11 right here on your screen?

12 A. Yes, sir.

13 Q. And you see that what it states here is "2019
14 YE write-up for Carl for your reference"?

15 A. Yes, I do.

16 Q. You said Kristia Encarnacion is HR?

17 A. Yes.

18 Q. Okay. And if you could just read this
19 paragraph that I've just highlighted and just confirm
20 that this is the write-up which you received for your
21 year-end write-up.

22 A. Okay. "Carl joined Shell in February..." --

23 Q. You don't have to read it for the record. You
24 can just read it to yourself.

25 A. Okay. Okay.

1 Q. Just let me know when you're finished.

2 A. I'm finished.

3 Q. And so is this the year-end write-up in which
4 you're referring to that you collaborated with Xavier?

5 A. Yes.

6 Q. And, again, does this "2019 year-end write-up,"
7 does this indicate to you that you were underperforming?

8 A. No, sir, not at all.

9 Q. What does it indicate to you?

10 A. It indicates to me that within my short tenure
11 with -- with the company that -- that my performance is
12 on par; that it's promising and that, you know, I
13 understand for the 2020 that there's some objectives and
14 things that I need to hit, you know, pretty much to help
15 the business grow. But, you know, it clearly states I
16 gained 125,000 gallons of new business through my
17 distributors despite my short tenure. So -- so it's --
18 you know, that -- that within itself states that, you
19 know, there's some good things that Carl is executing
20 on. And then it states, you know, there's also some
21 areas for him to grow and improve. But nothing in this
22 demonstrates unacceptable or under performance.

23 Q. Are you familiar with your metrics as it
24 relates to new business in comparison to other BDMS?

25 A. Our goals are individual based upon a market,

1 not distributors. I'm trying to think. So what was the
2 question? Am I aware of my goals versus my peers?

3 Q. Are you aware of your -- it says here that you
4 gained 125 gallons of new business. Are you aware of
5 how much new business other BDMS accrued during your
6 time at Shell?

7 A. I am. I can tell you that I was not at the
8 bottom. Despite I was the newest employee I was
9 somewhere -- what were there like ten of us? -- I was
10 kind of like in the middle or like quintile. I mean,
11 there was those that had less numbers and so forth than
12 me that, you know, had been with the company longer. We
13 had a couple rock stars under -- Art Kenealy, Bob
14 McDonnell. Those guys were really, really good.

15 Q. And the ones that you mentioned performance
16 that you may have believed that you are aware that was
17 below yours, do you know who those individuals are? Can
18 you name anybody?

19 A. I'm thinking. And I guess -- let me see. I
20 guess some of it -- there were new employees that joined
21 that I recall but -- for example, you know, one of my
22 experienced peers like Tamika, Tamika Greer, I would say
23 our numbers and so forth was comparable. You know,
24 she's -- she's an experienced employee that's been in
25 the role for like four years. I think another guy that

1 I was comparable with is Gary. What was Gary's last
2 name?

3 Q. You don't necessarily have to -- if you don't
4 know their last name, you don't have to tell me the last
5 name. So you said Gary?

6 A. Yeah, yeah, because --

7 Q. Do you know who Gary Brinks was?

8 A. He was Caucasian, older male, about in his
9 mid-fifties.

10 Q. And is there anybody else that you can
11 remember?

12 A. That what?

13 Q. That was a BDM that -- whose new business
14 levels weren't as high as yours? You stated that you
15 were in the middle somewhere. I was asking if you know
16 any other -- any more that you were (audio distortion)
17 top above.

18 A. So I guess also -- let me interject and say
19 Xavier was sent out a monthly win report. He would send
20 that to the team and I think they're in that 1,400 file.
21 So he would say for like the month of June or the month
22 of January 2020 to February and even starting in
23 December he would do these highlights and wins and you
24 would see my name on there with wins. You would see
25 other people. And so when I look at my performance

1 versus -- and particularly Tamika and Gary because we
2 both did industrial lubricants. Remember, industrial --
3 these plants they don't -- they don't -- they take a
4 long time to close. It's a two-year sales cycle. And
5 we have other reps like Art Keneally -- what's the name
6 of the other guy? -- Doug Peterson, they were
7 transportation so, I mean, you put oil in a truck and
8 you can close that business within two -- two -- a month
9 or so.

10 So my point is when I look at the sales
11 cycle of how long it takes to gain an account, when I
12 look at my short tenure with the company and when I look
13 at those monthly win highlights versus my peers', you
14 know, my name was on there as far as, you know, having
15 wins. So I guess that's what I meant. Like I wasn't
16 necessarily at the bottom. My performance was kind of
17 on par, you know, with my peers who had much more
18 experience than I was.

19 Q. And so you mentioned that there are two
20 divisions, industrial and transportation. So in the
21 industrial -- you were in the industrial side, correct?

22 A. Yes, sir. Yes, sir.

23 Q. And how many BDMS were on the industrial side?

24 A. Like -- what was it? Four.

25 Q. And out of those four BDMS do you by chance

1 know what their -- what their race was?

2 A. You had Tamika and I who are black and then you
3 have -- this is just industrial -- and then you had Bob
4 McDonnell and Gary, they were Caucasian. And all the
5 other like transportation reps and so forth they were
6 Caucasian. And so I think there was like a total of
7 like nine of us, eight or nine. Nine and there was like
8 two blacks.

9 (Plaintiff's Exhibit 8 was mentioned and
10 retained by counsel.)

11 Q. (BY MR. HODGES) Okay. I want to open up
12 another exhibit. Give me one second. This is going to
13 be Plaintiff's Exhibit 8, Equilon 00053 through 55.
14 This is an e-mail from Xavier to Kristia Encarnacion and
15 subject in regards to a case documentation. Have you
16 ever seen this document, Mr. Williams?

17 A. Yes, sir, I have.

18 Q. And when did you -- when did you see this
19 document?

20 A. That was post-termination.

21 Q. And was this something that was reviewed to you
22 by Shell or something that you received in discovery?

23 A. Discovery.

24 Q. And so have you had a chance to look at this
25 document before?

1 A. I have.

2 Q. And you see that in this document it states
3 that incident -- some serious behavioral issues that had
4 been documented. There's an incident between two
5 females employees during the first week of the company.
6 Is that first bullet point there, is that referring to
7 the incident you were -- you explained to the Shell
8 attorney in regards to Holly Burns?

9 A. Yes, sir.

10 Q. And then this says, "Previous line manager
11 following up with a technical advisor because this
12 relationship started off very poorly due to Carl's
13 behavior at a customer training." Do you know what
14 that's referring to?

15 A. Previous line manager is following up with a
16 technical advisor because this relationship started off
17 very poorly due to Carl's behavior at a training that
18 he -- so I remember Eric Boydstun -- I mean, I guess
19 that feedback wasn't given to me but this is Xavier's
20 comment but basically I attended a sales training -- an
21 in-person sales training. We had a technical advisor, a
22 Kenneth Aucoin, that he led and we had other customers
23 there and while I was there during the meeting I think
24 he said I was asking too many questions.

25 Q. Who said that?

1 A. Kenneth Aucoin.

2 Q. Okay.

3 A. Yeah, so, I mean, I guess that's -- I mean,
4 that's his comments. I don't know but...

5 Q. Go ahead. I didn't mean to cut you off.

6 A. I mean, I thought technical adviser and all,
7 Kenneth Aucoin, he seemed to be very -- he appreciated
8 my curiosity and willingness to learn so, yeah, I
9 don't -- I don't even know why that's in there.

10 Q. And do you see this is from Xavier that he had
11 his first coaching discussion with you in mid-July?

12 A. He misuses the term "coaching." We had an
13 introductory meeting in the middle of July.

14 Q. What do you believe that he's trying to convey
15 here when he says "coaching"?

16 MS. JAMES: Object to the form.

17 THE WITNESS: They're performance issues.

18 Q. (BY MR. HODGES) And -- and you stated
19 previously that he's never conveyed to you or told you
20 that you were underperforming; is that correct?

21 MS. JAMES: Object to form.

22 THE WITNESS: That's correct. That is
23 absolutely correct.

24 Q. (BY MR. HODGES) Why is it important to you --
25 for you to know that you are underperforming?

1 A. So that I can close the gaps. You know, so
2 that I can stay employed. So that I can take care of my
3 daughter, you know, as a single father. And if -- you
4 know, if the company and I were not a good fit and I
5 could see what's happening, then I would, you know, have
6 sought other employment or tried to change a position or
7 something. So, you know, I -- you know, you got a
8 high-caliber, 13, you know, year corporate guy do very
9 well at Exxon. I wanted to go to Shell, you know, to
10 get back into sales because Shell has an internal job
11 posting. I have control of my career. And, you know, I
12 was very excited to work for them. This just
13 blind-sided me.

14 Q. And -- okay. We're going to move on from that.

15 (Plaintiff's Exhibit 9 was mentioned and
16 retained by counsel.)

17 Q. (BY MR. HODGES) This is going to be No. 9,
18 Plaintiff's Exhibit 9, Equilon 830 through 831. Do you
19 see this document, Mr. Williams?

20 A. Yes, sir.

21 Q. Do you -- can you tell me the date that this
22 document was sent?

23 A. March 5th, 2020.

24 Q. Yes. And do you see this e-mail here --

25 MS. JAMES: I'm going to just object to the

1 form. You're asking him -- is this an e-mail that he's
2 on, Eddie?

3 MR. HODGES: I'm just asking him dates.
4 I'm asking him what's -- you know, I haven't gotten to
5 the point where I ask him if he's seen this e-mail yet.
6 I just want to just confirm what the dates are on this
7 e-mail.

8 MS. JAMES: But this -- just to confirm,
9 this isn't -- he doesn't have personal knowledge of when
10 this e-mail was sent because he's not on it, right?
11 This would have been -- so he's just testifying what the
12 date appears to be on the document, right?

13 MR. HODGES: That is correct, he is
14 testifying what the dates are on the document.

15 MS. JAMES: Okay.

16 Q. (BY MR. HODGES) So, Mr. Williams, do you see
17 that this document there is an e-mail here sent from
18 Xavier to Jesus Guerrero-Herrera and Miki Wilson?

19 A. Yes.

20 Q. Okay. And in this document it states -- Xavier
21 states that he had a call with you and you started
22 bouncing the idea that the reaction of the O'Rourke
23 sales manager may be due to racial biases. Do you see
24 that?

25 A. Yes, sir.

1 Q. And it says, "Even though after a pretty
2 lengthy discussion he recognized he had no proof or any
3 indication from previous interactions with him." Do you
4 see that?

5 A. Yes, sir.

6 Q. So do you remember having a conversation with
7 Xavier in regards to Scott Field?

8 A. Yes, sir.

9 Q. And do you recall mentioning racial biases?

10 A. Yes.

11 Q. And do you remember what was said?

12 A. Yes, I do.

13 Q. Can you tell me what -- what you told
14 Mr. Xavier that day when you had the conversation?

15 A. Yes, sir. So basically, you know, I had
16 numerous interactions with Mr. Scott Field, the sales
17 manager at O'Rourke, and, you know, as Xavier mentioned
18 in that last sentence, you know, previous interaction
19 with him. So I started working supporting Scott and his
20 sales team members starting in June. We had a really
21 good relationship. I mean, good engagement. He thanked
22 me for supporting Bradley Adams, one of his right reps
23 in Beaumont, Ashley Phelps right there in Houston. He
24 had another guy named Robert Hernandez in Dallas. And
25 so he said, "Carl, you know, you're doing great work

1 with my team. I appreciate your support." And then all
2 of a sudden, what, eight months or seven months later
3 after we had that meeting with German Pellet in Port
4 Arthur, after that good meeting that we had with the
5 customer we had -- yeah, yeah, it was a new call, new
6 sales call, and when we had lunch and I was asking him
7 questions about, you know, distribution, areas of
8 improvement, RelaDyne Reliability Services. I asked
9 him, you know, about, you know, does he think they have
10 like enough sales team members to support the Texas
11 marketplace. He got heavily offended and took that as
12 me like, you know, questioning his management and stuff
13 and he went off. He went off. And I -- and I felt
14 like -- and what I experienced the way he was talking to
15 me and his tone it was like, "Carl, like -- like you've
16 crossed the line. Like, like..." -- it was almost like
17 one of those boy -- like boy, you know, types of
18 demeaning gestures. It's like things were fine until I
19 started asking questions about business improvement and
20 he didn't like I guess the questions that I asked and he
21 -- he retaliated. He got very loud at lunch and then he
22 walked out, smoked, came back and kind of like
23 apologized and I thought we were going to, you know, be
24 back on good terms but then that's when he proceeded to
25 tell his boss Ryan and Ryan called like McDonnell -- Bob

1 McDonnell and some others. They said, "You know, we
2 don't want to work with Carl anymore. He's of no value
3 to us." So I was just very devastated and misled and
4 hurt by that.

5 Q. Do you believe you did anything wrong with
6 having that conversation?

7 A. I'm sorry, you said do I think I did anything
8 wrong?

9 Q. With having that conversation with Scott Field.

10 A. Absolutely not. No, sir, absolutely not.
11 That's -- they -- they -- they would teach us to have
12 business conversations and sometimes what they call
13 challenging conversations where you can sometimes ask
14 questions, you know, that they get people to talk and
15 think and some of them can be a little uncomfortable
16 about, you know, there is honesty on their business
17 strategy, if they have enough people to support but, you
18 know.

19 Q. Does Shell have -- sorry. You can finish. I
20 didn't mean to cut you off. I thought you were
21 finished.

22 A. I said, I mean, that's -- that's what they
23 teach us to do in the industry. They call it a
24 challenge your sales model. You're supposed to ask, you
25 know, difficult questions and, you know, still being --

1 as long as it's business related and everything that we
2 discussed was all about business.

3 Q. Do you know -- oh, sorry. Do you know if Shell
4 has any policy that prohibits that type of conduct?

5 MS. JAMES: Object to the form.

6 THE WITNESS: No, there's no policy, I
7 mean, for talking about business. That's what I'm
8 supposed to do. I'm supposed to sell. You know, I was
9 expected to produce -- to sell fast, quick, load up the
10 pipeline despite it can take two years to get an account
11 to close after introduction.

12 Q. (BY MR. HODGES) So what was the purpose of
13 your -- your communicating new business with Scott
14 Field?

15 A. You said what was the purpose of me
16 communicating new business?

17 Q. Yeah. What was the purpose of you
18 communicating new business opportunities to Scott Field?

19 A. Oh, the purpose of that conversation is to
20 start out we can continue to grew, to gain business. So
21 I can have them make money, they have me make money. So
22 I can continue to perform well and get my bonuses.

23 Q. And another thing it says here Xavier stated
24 that -- sorry, I just lost it. Yes. It says here that
25 he was not supported by the recommendation by HR and

1 that that would only increase our exposure and risk to
2 litigation while employee is on their payroll. Was it
3 your understanding or belief that the actions -- or,
4 excuse me, scratch that.

5 Did you ever make any complaints to Xavier
6 that would make him believe that there would be an
7 increased risk of litigation exposure?

8 MS. JAMES: Object to the form.

9 Q. (BY MR. HODGES) Yeah, let me rephrase that.

10 Did you make any -- did you give any
11 indication to Xavier through words or e-mail or anything
12 that would make him believe that terminating you would
13 increase exposure and risks of litigation?

14 MS. JAMES: Object to the form.

15 Q. (BY MR. HODGES) Did you understand the
16 question?

17 A. One more time.

18 Q. Yes.

19 MS. JAMES: And I'm just going to object to
20 the form just to let you know so it doesn't throw you
21 off, but go ahead, Eddie, ask the question.

22 Q. (BY MR. HODGES) Yes. Is it -- did -- did you
23 give any information to Mr. Xavier that would make him
24 believe terminating you immediately would -- terminating
25 you would increase Shell's exposure and risk to

1 litigation?

2 MS. JAMES: Object to the form.

3 THE WITNESS: No, actually, no, I did not
4 provide any information. You know, I never even thought
5 about that -- any type of litigation activity. I -- you
6 know -- you know what's so crazy? I thought that
7 meeting that we had on March 16th, that was supposed to
8 be a business-strategy meeting. I had took the time to
9 come up with my PowerPoint, with my plan and here I am
10 thinking, you know, things are looking good this year.
11 I've got new distributors that -- that have reps that
12 want to work with me on like Breaux Petroleum. I'm like
13 things are looking good and I sincerely thought that we
14 were meeting to discuss continuous commercial activities
15 that I'm doing and going to continue to do and just talk
16 about my strategy.

17 And I get on that doggone Skype call and
18 when I saw an HR rep, my heart immediately started
19 palpitating. I knew something wasn't right. I'm like,
20 Lord, hope I'm not going through no damn panic attack.
21 And I just knew -- I just knew because of the incident
22 with O'Rourke and Shell in the process of negotiating a
23 new agreement with them to -- to better commercial
24 terms, pricing, buying more product, you know, I just
25 knew he was ready just to throw me under the bus and

1 not, you know, support me despite my strong performance.
2 And, man, I've never been so blind-sided in all my life.
3 You talk about not seeing something come.

4 Q. And is it your opinion that Xavier had racial
5 bias --

6 A. Absolutely.

7 Q. -- toward African-Americans?

8 A. Absolutely.

9 Q. And what would you base your opinion -- how
10 would you -- excuse me.

11 What is the basis of your opinion?

12 A. Based upon the way that he treated me, you
13 know, the way he talked to me, our interactions, like --
14 there was like -- there was just like this -- this
15 uncomfortableness. Like it was like harsh, his feedback
16 since day one.

17 Q. Can you provide some examples?

18 A. I'm sorry?

19 Q. Can you provide some examples?

20 A. It's just like I felt like he -- I felt like he
21 was trying to hold me to the same standards of people
22 that had been with the company 30 years. I did not have
23 a formal on boarding. You know, when I got into the
24 job, there was -- my predecessor had moved on. My
25 distributors were not having to work with a rep in like

1 ten months or so. So here I am figuring things out on
2 my own. You know, learning the industrial side of the
3 business, something I've never done in my life -- I've
4 worked with distributors -- and I just feel like his
5 expectations and the way he would talk to me is like
6 kind of made me look bad and set me up for failure.

7 Q. How -- how would you base that on your race?

8 A. Because Tamika, the -- my other black employee
9 on the team, she -- she expressed some uncomfortable
10 like conversations with him as well. It's like they
11 hold you to a different standard, you know, than other,
12 you know, white employees in your performance and so
13 forth. You know, you can do well but yet we're going to
14 find small things to pick at you about where there's
15 supposedly gaps. And so as you can see even with this
16 case whenever managers and corporations have these
17 subjectivity racial prejudices on people's performance,
18 when the numbers indicate strong performance, bonuses,
19 but yet there's these prejudices where -- where even
20 HR's Kristia said, "Hey, man, your comments doesn't
21 indicate that his performance is not unacceptable."

22 So all this stuff it just underlies, you
23 know, like prejudice, racism, harsher treatment towards
24 people of color. My numerous interactions with him they
25 were just -- they were tough. I didn't feel like he had

1 my back. I didn't feel like I was supported. You know,
2 he -- you know, he's from France. I think he had some
3 cultural issues with Americans and, you know, and
4 especially African-Americans. I don't know, I feel like
5 he needed some diversity and inclusion training or
6 something because, you know, he -- he's an ex-Pat,
7 right? He didn't, you know, necessarily like Texas.
8 It's too hot and he's a European. He's just different.
9 And I feel like he really had issues and biases,
10 conscious and unconscious.

11 Q. Is it your opinion that Xavier treated
12 non-African-Americans more favorably compared to
13 African-Americans?

14 A. Absolutely.

15 Q. And what is your basis for that opinion?

16 A. The way he would elevate them and highlight
17 them during our meetings and calls about their wins.
18 It's like, "Oh, Bob did this and this. He's so
19 outstanding." But then when he gets to Carl and Tamika
20 despite -- you know, the black employees despite our
21 achievements it wasn't highlighted and praised. It's
22 like, you know, he had his favorites and they were the
23 white employees, the way he would elevate them,
24 recognize them.

25 Q. And you would say that that type of treatment

1 occurred from the -- from the day that he became your
2 manager or was there a certain time that --

3 A. No, it was always that way. It was always that
4 way.

5 And the other thing, you know, I would talk
6 to my other white counterparts about their interactions
7 with Xavier and they didn't have the same experiences
8 that I had and nor Tamika. So he definitely had a
9 harsher treatment.

10 Q. And who did -- and which -- who are you
11 referring to when you said you had those conversations?

12 A. The other white employees about their
13 experiences with Xavier?

14 Q. Yes. What other white employees are you
15 referring to?

16 A. The other team members. Bob -- Bob McDonnell,
17 Gary Peterson.

18 Q. What did they tell you that made you think
19 that was different treatment?

20 A. Because their interactions with Xavier from
21 what they had said that they experienced was not
22 consistent with what I experienced and Tamika
23 experienced. They would say stuff like, "You know,
24 Xavier can be a little pushy or ask for a lot but, you
25 know, overall he doesn't -- he let's me, you know, do my

1 work and as long as I'm, you know, hitting my numbers,
2 you know, I don't have any issues with him." It's just
3 like, "You know, he could be more personal, you know,
4 but he is who he is." They would say stuff like that.
5 But outside of that, they didn't indicate that they were
6 having the issues and concerns and lack of trust and
7 support like I did and Tamika.

8 Q. And so are you saying that Xavier was more
9 tedious in micro managing African-Americans more in
10 comparison to non-African-Americans?

11 MS. JAMES: Object to the form.

12 THE WITNESS: Absolutely.

13 Q. (BY MR. HODGES) And what's your basis for that?

14 A. Based upon engagements from -- and personal
15 experiences with him, with myself, Tamika, so I was able
16 to compare the experiences as two black employees on the
17 team versus the white counterparts.

18 Q. Okay. All right, Mr. Williams, I just
19 literally I'm basically done. I just wanted to go over
20 some of defense exhibits because I'm going to go through
21 them briefly. I just wanted to reopen them.

22 So the first one I'm going to open up is
23 Defendant's Exhibit 8. Let me share the screen. This
24 was marked as Defendant's Exhibit 8. Do you remember
25 this document?

1 A. Yes, sir.

2 Q. And to clarify this document, when you state,
3 "I am accepting responsibility," was it your
4 understanding that you did something wrong?

5 MS. JAMES: Object to the form.

6 Q. (BY MR. HODGES) You can answer if you
7 understand the question. If you need me to rephrase,
8 just let me know.

9 A. I recall addressing this earlier with Attorney
10 James and with this one there's no -- it's not that I
11 did something wrong, this e-mail was a collective phone
12 call with Jarrett -- Jarrett Enochs, Xavier and myself
13 that that particular engagement with O'Rourke could have
14 been better executed from Jarrett, the distributors
15 themselves if I'm being honest about their request for
16 support from me and myself like saying, you know, I
17 really -- I kind of trusted Jarrett being an experienced
18 employee and distributor. I thought that they would be
19 clear on, you know, their support needs so I said I take
20 responsibility. I take ownership of not -- I'm making
21 sure that I do all the checks and balances when it comes
22 to spending time with distributors and going out on
23 opportunities because, you know, Jarrett told me that,
24 "Hey, man, they need you. You need to go out there
25 first of the year to support them." And it was during

1 the holidays so it was kind of hard to do a lot of
2 prepping and all that stuff, right, I mean over
3 Christmas. And so, like I said, I wasn't going to point
4 the finger and say, "Well, Jarrett, you know, you could
5 have done a better job." O'Rourke -- I mean, I just
6 feel like across the board there was just like a gap in
7 communication and preparation. And it really befalls on
8 the distributor because it's their account. It's their
9 business. It's their marketplace. I had never been to
10 West Texas, Midland-Odessa. It was something like
11 different. But...

12 Q. So would you say that this e-mail doesn't
13 necessarily say that you were at fault in any way?

14 A. No, no. Yeah, this e-mail does not do that.
15 I'm just admitting to having kind of like a shared
16 responsibility as a employee to make sure that, you
17 know, working with distributors and my counterpart that
18 we're -- that we're doing the things we're supposed to
19 do.

20 Q. And does this e-mail indicate that you were
21 underperforming?

22 A. Absolutely not.

23 Q. I'm going to open up Defendant's Exhibit 9.
24 And this is Defendant's Exhibit 9. Sorry, actually,
25 actually, this is not it. I'm sorry. These numbers are

1 messed up. Actually, was it? I think I got my numbers
2 mixed up. Can you tell me about the Bates number for
3 Defendant's Exhibit 9?

4 MS. JAMES: Let's see, let me find it in my
5 notes. Just a second. 1068 through 71.

6 MR. HODGES: Okay. So that was it.

7 THE REPORTER: Mr. Hodges, when you get a
8 second, I'm going to need a break. I've been writing
9 for about three -- almost three and a half hours.

10 MR. HODGES: I'm literally almost done. I
11 have like two more questions left and we're going to be
12 done. And if you could just hold -- give me like ten
13 minutes max.

14 MS. JAMES: Yeah. I'm going to have some
15 follow-up questions on the questions you asked.

16 THE REPORTER: So we'll take a break on Ms.
17 James then.

18 MR. HODGES: How much time do you have left
19 on your questioning. If we go off the record I guess we
20 can figure that out off the record.

21 MS. JAMES: Well, I'm -- I'm specifically
22 responding to your questions -- you know, follow-up
23 questions, the questions you asked. So I think you've
24 opened the door for me to ask some of these questions.

25 Q. MR. HODGES: Okay. Well, I just want to put on

1 the record that you are out of time on your questioning
2 but if you want to follow up, you know, those questions
3 will be considered, you know, made out of time. But
4 regardless of where we're at now I'm going to put the
5 exhibit back up.

6 Q. So this was Defendant's Exhibit 9 and do you
7 remember this document, Mr. Williams?

8 A. I haven't seen it all but it looks familiar.

9 Q. And so this is dated the 29th of 2019.

10 A. Yes. Yes, I do.

11 Q. And in this e-mail right here that you sent
12 were you sending this e-mail -- when you sent this
13 e-mail, did you have any notice of under performance?

14 A. Absolutely not. No, sir.

15 Q. And then we're going to look at Defendant's
16 Exhibit 10. Do you remember this document?

17 A. Yes, sir.

18 Q. And this document is referring to your
19 end-of-the-year comments?

20 A. Yes.

21 Q. And, again, does this document indicate to you
22 that you were under performing?

23 A. Absolutely not.

24 Q. I think -- who is -- who is Jarrett Enochs?

25 A. He's the ICAM, the indirect channel account

1 manager. So he's responsible for the relationship --
2 the business aspect with like O'Rourke, with MidTex,
3 with some of the distributors that I support. So he
4 like advises them on getting product, on logistics, on
5 inventory, pipeline development. And I'm -- I'm just a
6 single account manager focused on helping him grow the
7 industrial line of business, execution in the field, but
8 he's more so on the business side working with the same
9 distributors that I supported.

10 Q. And was he a subordinate of yours or are you
11 his manager?

12 A. No, not at all. We're peers but he support
13 (audio distortion.) He didn't report to Xavier.

14 MR. HODGES: Okay. I have no further
15 questions. I'll pass the witness.

16 THE REPORTER: Before we continue, Mr.
17 Hodges, Exhibit 10, yeah, I need a Bates label because
18 you didn't mark it before.

19 MR. HODGES: That was Defendant's Exhibit
20 10 and that was Bates-labeled document 00073.

21 THE REPORTER: Thank you.

22 THE WITNESS: I have a question. So I
23 thought --

24 MR. HODGES: Can we go off the record?

25 VIDEO OPERATOR: Yes, we are off video

1 record. The time is 2:53 p.m.

2 (Recess taken from 2:53 p.m. to 3:09 p.m.)

3 VIDEO OPERATOR: We are on the video

4 record. It is 3:09 p.m.

5 FURTHER EXAMINATION

6 Q. (BY MS. JAMES) Okay, Mr. Williams, your
7 attorney asked you some questions just before the break
8 and I just have a few follow-up questions about some of
9 the information you shared with him in response to those
10 questions.

11 You mentioned, Mr. Williams, that there
12 were nine customer accounts -- nine distributors that
13 were assigned to you when you first started working for
14 Shell. Do you remember that?

15 A. You said when I first started working?

16 Q. Yes.

17 A. That's -- that's not correct. When I first --
18 no, there was a change.

19 Q. So in response to questions that your attorney
20 was asking you, he asked you about customers that were
21 assigned to you and you explained to him that your
22 customers were distributors and that they were assigned
23 to you when you became employed by Shell.

24 A. That's correct. And what's the question?

25 Q. So my question is this. To your knowledge the

1 distributors that were your customers while you were
2 employed, were they already doing business with Shell
3 prior to your employment?

4 A. Yeah, all the distributors were, that's
5 correct.

6 Q. Okay. I'd like to show you Exhibit 2 which you
7 looked at with your attorney. I believe it was 96 --
8 Equilon 96 and I just put it up in the Chat.

9 MR. HODGES: That was Exhibit 1 and it was
10 97.

11 Q. (BY MS. JAMES) Okay, so your exhibit -- so
12 we'll make this -- I'm not sure what exhibit I left off
13 on, Wendy, but can we make this an exhibit for me,
14 Defendant's exhibit whatever the last one I left off
15 with which this is a -- a copy of -- a complete copy of
16 the document that Mr. Hodges showed you earlier which
17 was marked Exhibit 2.

18 A. I'm sorry, so which one are you referring to?
19 I don't know what you're looking at.

20 Q. Equilon 96 which is in the Chat.

21 A. Equilon 96?

22 Q. Yes.

23 A. I'm not seeing that. You didn't send it in the
24 Chat.

25 Q. Oh, for some reason it only went to Tasha.

1 Let's try it again. Oh, sorry, it only went to Nate.

2 Okay. I don't know why my Chat keeps switching over
3 just to him.

4 MR. HODGES: Mine is downloading.

5 THE WITNESS: It's taking awhile. I don't
6 know why it's taking -- do you want to share your
7 screen?

8 Q. (BY MS. JAMES) I can. So this is Exhibit --
9 this is Exhibit 2, Equilon 97, 98 and 99. I guess it
10 goes through 102.

11 A. I don't see the screen.

12 Q. So your attorney showed you this earlier and he
13 marked it as Exhibit --

14 A. I don't see your screen.

15 Q. Oh, you don't see it?

16 A. No, I do not see your screen. I just see you.

17 Q. Do -- do you see it now?

18 A. No, ma'am. Okay, now I can see it.

19 Q. Do you recall your attorney showing you what's
20 marked as Equilon 97?

21 A. Please zoom in, please. A little bit more,
22 please. Okay, I do recall seeing this document, yes.

23 Q. Okay. Your attorney marked this as Exhibit 2.

24 MR. HODGES: Exhibit 1.

25 MS. JAMES: This was marked as Plaintiff's

1 1?

2 MR. HODGES: For plaintiff, yes.

3 MS. JAMES: Okay.

4 Q. So your attorney marked this as Exhibit 1
5 earlier and I just want to confirm that what he showed
6 you as Exhibit 1 is part of this -- I mean, Eddie, for
7 completeness purposes are you putting in the whole
8 document or are you just putting in that single page
9 that's marked as 97?

10 MR. HODGES: The whole document.

11 MS. JAMES: So you have -- you have Equilon
12 96 as part of Exhibit 2?

13 MR. HODGES: Yes, is that the cover page?
14 The cover page up until 102. I think it's 96 to 102.

15 MS. JAMES: Okay. Okay, so, Wendy, this is
16 Plaintiff's 1 which is Equilon 96 through 102. So I'm
17 not going to be introducing my own exhibit.

18 Q. So, Mr. Williams, my question is this. This
19 cover page indicates that Equilon 97 was something that
20 was -- was prepared in connection with a meeting; is
21 that correct?

22 A. Yes.

23 Q. Okay. Is this -- this cover page, the date of
24 the meeting, July 10th through 11th, 2019?

25 A. Yes.

1 Q. And so is Plaintiff's Exhibit 1 something that
2 you prepared in connection with the team meeting that
3 occurred on that date, July -- in July of 2019?

4 A. Not -- I think this was compiled it might have
5 been by Xavier because we had our individual slides and
6 they might have taken my individual one and inserted it
7 into the presentation for everybody.

8 Q. Okay. And so this -- the second page of
9 Plaintiff's Exhibit 1, Equilon 97, you said that was --
10 that shows your business performance scorecard; is that
11 correct?

12 A. That's correct.

13 Q. Okay. And it shows the volume of business that
14 you were producing through your distributors; is that
15 correct?

16 A. Yes.

17 Q. Okay. And -- and it's the volume of business
18 for the period between January 1st of 2019 through June
19 30th of 2019; is that correct?

20 A. Yes.

21 Q. Okay. And the KPI, that was -- what does that
22 stand for, Mr. Williams?

23 A. Key performance indicators.

24 Q. Okay. And that's how Shell calculated your
25 bonus?

1 A. Yes.

2 Q. Okay. And I'm assuming there was some policy
3 or document that governed how the KPIs would be used to
4 determine what your bonus was?

5 A. Yes, that's correct.

6 Q. Earlier your attorney asked you about
7 Mr. Puvilland having monthly and weekly meetings during
8 your employment with Shell. I just wanted to clarify.
9 I think you told me earlier that at first Mr. Puvilland
10 had monthly meetings, what he called MILOs, and then
11 later during your employment he started having weekly
12 meetings with business-development managers on his team
13 called WILOs, right?

14 A. Yes, ma'am.

15 Q. So first the meetings were monthly and then
16 later at some point they became weekly; is that correct?

17 A. Yes, ma'am.

18 Q. Okay. Now, you said -- you mentioned earlier
19 that there were four industrial business-development
20 managers and I just want to make sure I have those names
21 correct. Tamika Greer, yourself and then you said Bob
22 McDonnell and Gary.

23 A. Yes.

24 Q. And those were the four business-development
25 managers who were on the industrial side under Mr. --

1 that worked under Mr. Puvilland?

2 A. That's correct.

3 Q. And Gary did you say his last name was
4 Peterson?

5 A. I think so.

6 Q. Okay. And you said that Gary and Tamika you
7 believe that they had lower sales numbers than you did?

8 A. No, I'd say they were comparable.

9 Q. They were comparable. How did you know that?

10 A. Because Xavier would send out weekly --
11 monthly -- excuse me, monthly recent wins and sometimes
12 I would have some, sometimes Tamika would have some,
13 sometimes Gary would have some.

14 Q. Okay. So you're just basing that on what you
15 saw as far as what their wins were each month?

16 A. Yeah, what all of our wins were as a team
17 because Xavier would send out a monthly saying this
18 is -- these are the wins for this month and we all would
19 get different highlights if we won, gained some business
20 for that month.

21 Q. And you weren't -- you weren't privy to their
22 total sales numbers and what their bonus was, were you?

23 A. Not -- not their bonus. No, not their bonus
24 but I think we did have -- we did go over each other's
25 numbers like I think the distributor business.

1 Q. And you said Gary and Tamika both had numbers
2 that were comparable to yours?

3 A. From -- from a wins standpoint. I don't
4 remember their formulation, I don't know if their goals
5 were aggressive because if you -- if you look at my
6 scorecards, that plan that they set up, they had 178
7 percent allotted growth for new business.

8 Q. Sure. I'm just asking you though about Gary
9 and Tamika's numbers.

10 A. Yes, I don't recall their exact numbers.

11 Q. Okay. Earlier you talked about a conversation
12 that you had with Mr. Puvilland within the month prior
13 to your termination about the incident with O'Rourke --

14 A. Yes.

15 Q. -- where you told him that -- was it Mr. Field
16 with O'Rourke who you believe had racial -- racial --
17 was demonstrating racial bias?

18 A. Yes.

19 Q. Okay. And you said that you were basing that
20 on his behaviors?

21 A. During that meeting.

22 Q. He got mad at you for bringing up the name of
23 the other company that you brought up?

24 A. Yes.

25 Q. Did he ever use the word "boy"?

1 A. No. No, he did not.

2 Q. Okay. So just to clarify, he told you you
3 crossed the line and he got loud with you and later
4 apologized but he never used the word "boy" with you,
5 did he?

6 A. No, ma'am.

7 Q. Did he use any other racially-derogatory, you
8 know, comments or names during that conversation?

9 A. He didn't articulate a name but his tone was
10 very demeaning.

11 Q. What was demeaning about his tone?

12 A. The way he -- the way he talked. I mean, do
13 you want me to give you an example?

14 Q. Like his -- sure. Like his tone of voice?

15 A. Yeah, his tone of voice, the words he used, the
16 way he said it. It was like, "Hold on now. You crossed
17 the line. Now, Carl, let me tell you, you know, this
18 is..." -- yeah, I mean --

19 Q. So it was his tone of voice and he said, "Carl,
20 you crossed the line." What -- was there anything else
21 about the conversation that you considered demeaning?

22 A. Just -- just his whole approach, you know,
23 right there in front of his new employee. It was just
24 really embarrassing and it caught me off guard because
25 Scott and I we've had numerous conversations. We've

1 been on calls together and it's almost like somebody
2 turning on you because it was like, "Oh, you crossed the
3 line."

4 "What do you mean? We're talking about
5 business."

6 Q. But you don't dispute that he was -- that
7 Mr. Field was, you know, angry and upset about a comment
8 that you made?

9 A. Correct. And it wasn't just one comment. I
10 mean, there's -- there's, you know, several things that
11 were discussed that Mr. -- but I guess overall he just
12 wasn't feeling -- I honestly thought he was having a bad
13 day.

14 Q. Okay. And you said Mr. Field with O'Rourke
15 reported the incident to Bob McDonnell. That's a name
16 that you brought up with your attorney.

17 A. No, ma'am, he reported it to his boss. I think
18 his boss name may be Ryan Pearson.

19 Q. Okay.

20 A. Because Scott is the regional sales manager for
21 O'Rourke and he reports to I guess the Vice President of
22 Sales for O'Rourke named Ryan Pearson and then Ryan
23 Pearson called John McDonnell and John kind of manages
24 the relationship with distributors.

25 Q. Okay. So just to clarify for the record,

1 Mr. Williams, Ryan Pearson is an employee of O'Rourke
2 and John McDonnell would be a Shell employee?

3 A. Yes, ma'am.

4 Q. Okay. And I think this is my last question,
5 Mr. Williams. You said that Mr. Puvilland micromanaged
6 African-American employees, I believe.

7 A. You said I said that he micro manages?

8 Q. Yeah. That's -- I just heard you say when you
9 were explaining why -- what behaviors you believe were
10 racially motivated by Mr. Puvilland you mentioned
11 micromanagement of the African-American employees.

12 A. Yeah, I think I did say something along those
13 lines. I definitely mentioned, you know, harsher
14 treatment, negative comments, no support.

15 Q. When you say "micromanagement," what do you
16 mean by that?

17 A. Well, like for my Caucasian counterparts he
18 would just let them go out and do their job and as long
19 as they're hitting their numbers they're good. But
20 then -- but then like for myself, I mean, I can speak
21 specifically for me, despite you saw that I was doing
22 well with my numbers it was still like, "Oh, you need to
23 submit all these documents. You need to submit this
24 report." I mean, it seemed like there was -- I was
25 expected to be on the road in the field four days a week

1 every week and -- and just the administrative stuff that
2 he was asking for is very tedious, it was excessive, a
3 lot of late hours.

4 Q. Yeah, so what -- what documents, reports or
5 administrative tasks do you believe you were assigned
6 that your Caucasian counterparts were not assigned?

7 A. I mean, that's kind of speculation. I don't
8 know know. Like we're all supposed to update our sales
9 pipeline. There's standard things that we have to do
10 but some of -- some of his deadlines and stuff were
11 unreasonable. And, you know, I would be on the road all
12 day and, "Carl, I want this by tomorrow morning." I'm
13 like, "Okay."

14 Q. But you don't know of any instance where he
15 required you to submit a report that he didn't require
16 from the Caucasian counterparts, do you?

17 A. Not specifically. I haven't verified any of
18 that.

19 Q. And you don't know about an occasion where he
20 required you to submit something within a tighter
21 deadline that he allowed your Caucasian counterpart, are
22 you?

23 A. No, I'm not aware specifically.

24 Q. Okay. And isn't it true that --

25 A. But -- but also to your question about, I

1 guess, micromanagement because I don't think I really
2 addressed that fully, it's like it's an extra level of
3 support and like questioning your abilities and
4 competencies, you know, like I had to just do a lot more
5 explaining. You know, it's like it's almost like
6 there's a lack of trust in executing a job. So as --

7 Q. What -- I mean, like, can you give me a
8 concrete example of a situation where Mr. Puvilland
9 provided support that was not provided to you to a white
10 counterpart?

11 A. I don't know about him providing support
12 because my -- all the other BDMS expressed that, you
13 know, he's like a corporate guy, he's not technical. I
14 mean, industrial sales we're talking about complex
15 machinery so --

16 Q. Well, I'm just asking you about what your --
17 the comment you made. You said there was a lack of
18 support for you. Are you saying that he -- that
19 Mr. Puvilland provided support to a white counterpart
20 that he did not provide to you?

21 A. I don't -- I don't think it was more so a lack
22 of support. I don't know if you misunderstood what I
23 said or maybe I misquote but I was saying that he
24 gave -- gave them more free range to execute their
25 business. For example, you know, he would be on a call

1 with Gary and Gary would say, "Xavier, you know, this
2 week I'm going to go spend some time with Quality
3 Petroleum, I'm going to do a training with this customer
4 over here and then I'm going to do a site assessment and
5 this is what I plan to achieve for this week. I think
6 it's going to help me with my numbers.

7 And then like an example for me, you
8 know --

9 Q. When -- and when did this call -- this
10 particular call happen?

11 A. So these took place every week, the WILOs.

12 Q. Okay. But you weren't a party or -- to or
13 privy to Mr. McDonnell's WILOs with Xavier, right?

14 A. Those are personal and individual.

15 Q. Okay. You were never privy --

16 A. But my conversations -- I was not on there with
17 them but my conversations as we would talk amongst each
18 other -- because he was a new supervisor. We all had
19 Eric Boydston, all of us did, and then when Xavier came,
20 "Oh, my goodness. Hold on now. We can't..." -- we had
21 to practice saying his name. Like it was just different
22 like. So we all had to get, you know, used to him and,
23 you know, acclimated to his style. But they all made
24 similar comments and most of them said, "Hey, you know,
25 Xavier has a different style but, you know, he lets me

1 do my work."

2 And I'm like, "Ah, like without really
3 micromanaging them and, you know, having to try to tell
4 them how to do their job. He lets them do it.

5 Okay, on my end, you know, I'm -- I'm
6 sorry, hold on. On my end I would say that, you know, I
7 take, you know, ownership and so forth. I share what
8 I'm doing with Xavier and what my plans are and then he
9 may try to change my plans and, you know, offer other
10 advice and I would, you know, send different documents.
11 It was like -- it was more so like he would question my
12 like competency.

13 Q. Okay. But your opinion and conclusion as to
14 that is based on comments that Mr. McDonnell and other
15 business-development managers made about their working
16 relationship with Mr. Puvilland?

17 A. Yes.

18 Q. Okay. And, I mean, you mentioned about
19 Mr. Puvilland elevating other people's wins or
20 highlighting other people's wins I guess during team
21 meetings or in team announcements. I mean, there were
22 instances I believe you testified earlier that
23 Mr. Puvilland mentioned certain wins -- business wins
24 that you had, correct?

25 A. You said I said that or were you asking a

1 question?

2 Q. I'm asking a question. I mean, there were
3 instances in which Mr. Puvilland highlighted wins by
4 you?

5 A. Yes. Yes, that's correct. Via e-mail and
6 verbally.

7 Q. Okay.

8 A. Because he said I was making strong progress
9 and doing well. But something that I think is very
10 important to mention that I forgot to interject earlier
11 is you know Mr. Lucas Kerley? Correct, you remember
12 Mr. Lucas Kerley?

13 Q. Yep.

14 A. So he shared with me when I told him after I
15 was terminated, he said that I was wrongfully racially
16 terminated and he told me that I should sue Shell and he
17 said he saw another example with a white Shell employee
18 in California who had a similar issue with a distributor
19 and he said they simply reassigned him to work with
20 another distributor.

21 Q. Do you know what was the name of the white
22 employee in California?

23 A. I do not. I do not remember the name.

24 Q. Do you know who -- and I'm assuming this white
25 employee was not in your division with you reporting to

1 Mr. Puvilland?

2 A. Correct. No, this is before. Because Lucas
3 had been with Shell, I don't know, about five or six
4 years ago and he recalled very specifically working with
5 other BDMS like myself and there was an incident where a
6 distributor, you know, something didn't go well at a
7 meeting or, you know, they just said, "Hey, we don't
8 want to work with this guy." Shell, you know, they made
9 arrangements to keep that employee employed and
10 supported and they just assigned him to another
11 distributor I believe and then he eventually got a
12 different role but there was no --

13 Q. And this was -- was an employee in California
14 and this occurred prior to your employment?

15 A. Yes.

16 Q. And this is something that Mr. Kerley told you
17 about?

18 A. Yes.

19 Q. Did anyone else tell you about this situation?

20 A. No, no.

21 Q. Okay. Did you ever have any conversations with
22 Shell management or see any documentation related to
23 this situation that you just mentioned?

24 A. No, ma'am.

25 Q. And you said you don't know the name of the

1 white employee that was engaged in what you call similar
2 behavior?

3 A. Correct. Behavior? More so it was the same
4 experience. Similar experience.

5 Q. Okay.

6 MR. HODGES: Okay, we're at -- we're at
7 3:30 right now. We're at 3:30 right now. I'm not sure
8 how much longer you've got but --

9 MS. JAMES: I've got a couple more
10 questions on what Mr. Williams just interjected and
11 raised here at the end.

12 Q. Mr. Williams, you said you don't know the
13 employee's name. Do you know any particulars about the
14 conduct that caused the distributor to not want to work
15 with the employee any longer?

16 A. I do not. I do not have -- I do not know
17 details.

18 Q. And do you know how Mr. Kerley knows about the
19 situation involving this employee in California?

20 A. I believe at the time because he supports --
21 he's a technical expert that spends times with BDMS like
22 myself so I don't want to speculate and say he supported
23 that rep but I know he had a relationship with the rep
24 and was familiar with what took place.

25 Q. But you don't know specifically how he's

1 familiar with it?

2 A. No, ma'am.

3 Q. All right.

4 A. I have one more thing.

5 Q. Okay. Well, it is 3:30 and if you're --

6 A. This is the last one. This is the last one.

7 Q. I'm going to probably have questions about it
8 but go ahead.

9 A. We're wrapping up finally. So Mr. Xavier
10 Puvilland in that 1,400-page document there's some
11 comments in there where he agreed to implement -- so
12 when we would have -- when we started having our MILOs,
13 right, he would not send out an agenda. We would just
14 get on a call, not know what we're going to talk about,
15 what we're going to do and I said, "Hey, Xavier. Will
16 you please prepare an agenda so, you know, we'll know
17 what will be discussed. Maybe we can prepare some
18 things. I have some suggestions." I said, "Will you
19 also allow us to do an around the horn where each person
20 will go around sharing best practices, what's going
21 well, what's not, what are they saying in the
22 marketplace." And, you know, he implemented that. So I
23 started to say I'm not sure like -- I don't know if he
24 like (indiscernible) for that or something but I'm like,
25 you know, he even, you know, took suggestions from me

1 like I guess coaching him on how to conduct the call and
2 add structure to it and an agenda and he -- and he
3 implemented my suggestion.

4 Q. And why do you think this is significant,
5 Mr. Williams?

6 A. You know, it kind of relates to one of those
7 intangible almost performance type what you bring to a
8 company and a team and a manager and also it kind of
9 highlights many of my peers that are experienced with
10 Shell. And the previous manager that -- I remember
11 Tamika's previous boss was a lady and Tamika had a
12 personal relationship with her and Xavier's peers I
13 guess the people before him the lady said -- she was a
14 manager, say he wasn't qualified. She don't know how he
15 got the job.

16 Q. You said that -- Xavier's predecessor in his
17 role?

18 A. It was -- Tamika had a lady supervisor, I think
19 she was based out of Louisiana and -- I can't think of
20 her name -- but it was right before Xavier transitioned
21 into the role and I think it was like in the fall. It
22 was either like 2019, I believe, or 2018 -- no, it was
23 on 2019 because I was with the company and the lady
24 transitioned to a different role but her previous
25 supervisor -- said I think it was -- but she mentioned

1 that -- you know, because she was a manager, same role
2 that Xavier had assumed and they just said -- I mean,
3 there was like a common theme that that manager
4 expressed that other managers said they don't -- that
5 they didn't think he was qualified.

6 Q. Okay. So the statement -- or the belief that
7 Mr. Puvilland was not qualified, that's a statement that
8 was made by Tamika's former manager --

9 A. Right.

10 Q. -- to Tamika and Tamika relayed that statement
11 to you?

12 A. Correct.

13 Q. And the -- the -- the statement that he was not
14 qualified, did you interpret that to mean not qualified
15 to be (simultaneous speaking) --

16 A. Doesn't have the skills to be a manager, not a
17 people person and even on my end, I mean, the guy didn't
18 even -- wasn't organized enough to have an agenda, you
19 know, on his monthly calls. So I saw gaps in his own
20 competencies.

21 Q. Okay.

22 A. All right. And that's it.

23 Q. All right.

24 VIDEO OPERATOR: That concludes our
25 deposition today.

1 MR. HODGES: First, I just have one
2 question. I think she passed the witness. I just have
3 one question before you close.

4 VIDEO OPERATOR: Okay.

5 MR. HODGES: Are we still on?

6 FURTHER EXAMINATION

7 Q. (BY MR. HODGES) Mr. Williams, you mentioned
8 that at a certain point in time that your MILO meetings
9 became WILO meetings from monthly to weekly. Do you
10 know if that was the case for any other BDM?

11 A. Yes, sir, these were standard for all of us.

12 MR. HODGES: Okay. That's all my
13 questions. I pass the witness.

14 MS. JAMES: No further questions.

15 VIDEO OPERATOR: That concludes our
16 deposition today. It is 3:37 p.m. and we're off the
17 video record.

18 (Deposition concluded at 3:37 p.m.)

19

20 Reporter's Note: According to Federal Rule
21 30(e)(1), the request for review of the deposition by
22 the witness is accomplished "on request by the deponent
23 or a party before the deposition is completed."

24 Since this was not done, signature is
25 considered waived for this transcript.

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF TEXAS
3 HOUSTON DIVISION
4
5 CARL O. WILLIAMS,)
6)
7 Plaintiff,)
8)
9 VS.) NO. 4:20-cv-04295
10)
11 SHELL OIL COMPANY,)
12)
13 Defendant.)
14)
15)
16)
17)
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21)
22)
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24)
25)

10 REPORTER'S CERTIFICATION
11 DEPOSITION OF CARL O. WILLIAMS, JR.
12 NOVEMBER 5, 2021

12 I, Wendy Schreiber, Certified Shorthand Reporter in
13 and for the State of Texas, hereby certify to the
14 following:

15 That the witness, CARL O. WILLIAMS, JR., was duly
16 sworn by the officer and that the transcript of the oral
17 deposition is a true record of the testimony given by
18 the witness;

19 That examination and signature of the witness to
20 the deposition transcript was waived by the witness and
21 agreement of the parties at the time of the deposition;

22 That the original deposition was delivered to
23 KINDALL C. JAMES, ESQ.;

24 That the amount of time used by each party at the
25 deposition is as follows:

1 KINDALL C. JAMES, ESQ. - 02 HOURS:32 MINUTE(S)
 EDDIE HODGES, JR., ESQ. - 01 HOURS:21 MINUTE(S)

2

3 That \$_____ is the deposition officer's
4 charges to the Party for preparing the original
5 deposition transcript and any copies of exhibits;

6 That pursuant to information given to the
7 deposition officer at the time said testimony was taken,
8 the following includes all parties of record:

9 FOR THE PLAINTIFF:

10 EDDIE HODGES, JR., ESQ. (Appearing Remotely)
 KENNARD LAW, P.C.
11 5120 Woodway Drive
 Suite 10010
12 Houston, Texas 77056
 Phone: (210) 888-1393
13 eddie.hodges@kennardlaw.com

14 FOR THE DEFENDANT:

15 KINDALL C. JAMES, ESQ. (Appearing Remotely)
 LISKOW & LEWIS
16 1001 Fannin, Suite 1800
 Houston, Texas 77002
17 Telephone: (713) 651-2945
 Facsimile: (713) 651-2908
18 KJames@liskow.com

19

20 That a copy of this certificate was served on all
21 parties shown herein on _____ and filed
22 with the Clerk pursuant to Rule 30(e)(1).

23 I further certify that I am neither counsel for,
24 related to, nor employed by any of the parties or
25 attorneys in the action in which this proceeding was

1 taken, and further that I am not financially or
2 otherwise interested in the outcome of the action.

3 Certified to by me this 15th day of November, 2021.

4

5

Wendy Schreiber

6

Wendy Schreiber, Texas CSR 9383

Expiration Date: 05/30/22

7

MAGNA LEGAL SERVICES

Magna Registration No. 633

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